

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference : MISA/TLM/FS/007/2021/22

**Tender Document for:
APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR
THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE
WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF
MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE
PROVINCE**

Client	Municipal Infrastructure Support Agent
Reference no.	MISA/TLM/FS/007/2021/22
Closing date and Time	16 August 2021 at 11:00 am
Compulsory briefing session date and time	05 August 2021 at 10:00 am
The Tenderer (Name)	

The general conditions of contract

NEC 3 (2013): Professional Services Contract (PSC) option C: Target Contract (Activity schedule)

Employer: Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

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Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

The Tender

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

Tender Procedure: *Open procedure*

Based on

MISA Supply Chain Management Policy of March 2021

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; Dated: 20 Jan 2017 Issued According to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1 (2015))



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1. T1: Tendering procedure

T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Municipal Infrastructure Support Agent (MISA, the Agent) is a schedule 3 government component established by the Minister of Cooperative Governance and Traditional Affairs (CoGTA) in terms of Chapter 6 of the Public Service Act, as amended and in terms of Gazette No 36634/2013, to provide technical advice and support to municipalities.

The initiative is an integral part of the programme of the Department of Cooperative Governance and Traditional Affairs towards improving municipal infrastructure provisioning and maintenance of accelerated service delivery, in line with the objectives of the Back-to-Basics approach.

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender appointment of professional service provider/s for the feasibility study to augment the Alldays waste water treatment works for Tsantsabane LM under ZF Mgcawu District in Northern Cape Province.

TENDER REFERENCE NUMBER	PROJECT NAME	BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME AND VENUE.
MISA/TLM/FS/007/2021/22	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE	A virtual briefing session will be held online Date: 05 August 2021 Time : 10h00.	Date: 16 August 2021 Time: 11h00 In the Tender Box, MISA Head Office Reception

A **virtual** briefing session will take place online unless otherwise amended later. Representative(s) from MISA will brief the prospective Tenderer to provide details of the Contract. **The link to the briefing session will be made available on MISA website on the date and time of the briefing session as stipulated above.**

The Terms of Reference (ToR) will be available from the **e-Tender Publication Portal** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa and MISA website from the date of publication of the Notice of Request for Proposals in relevant media. Any queries related to the e-Tender Publication must be communicated with the Director Supply Chain Management, Ms Lumka Tyikwe on Lumka.tyikwe@misa.gov.za or by contacting the Office of the Director Supply Chain Management Call Supply Chain Centre on 012 848 5325.

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data) only tenderers who satisfy the eligible criteria as established for the tender (Ref: T 1.2 Tender Data) to submit tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit its tenders using only the tender documentation issued.

The preferred Professional Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Enquiries shall be directed to Limka.tyikwe@misa.gov.za 7 working days before the closing date of the bid.

The Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 aligned to Method 4 of the SANS 10845 – 1 (ref: Annexure A, Standard for Infrastructure Procurement and Delivery Management; First edition, October 2015). The Method 4 evaluation is based on quality, price and preferential (B-BBEE Status) points as given below:

All other prerequisites as detailed in the tender documents shall apply.

Issued by:

Ntandazo Vimba

Chief Executive Officer

Municipal Infrastructure Support Agent



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

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T1.2 TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	The employer's agent is: Name: Ntandazo Vimba Address/ Contact: 1303 Heuwel Avenue, Riverside Office Park,

CLAUSE NUMBER	TENDER DATA
	<p>Letaba House, Centurion, Pretoria 0046</p> <p>Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: Lumka.tyikwe@misa.gov.za</p>
3.4	The language for all communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties and notary which shall remain in force until the completion of this project. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. In case of subsidiary arrangement, there must be a proof that the subsidiary is part of the Holdings Company. Letter by the Holdings Company should be attached. 4. Company profile must be submitted. 5. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 1 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.
4.12	No alternative tender offer will be considered.
4.13	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.

CLAUSE NUMBER	TENDER DATA
	<p>3. None of the documents have correction fluid on them for correction.</p> <p>4. In case of Sub-contracting (limited to a maximum of 25% value of the tender), properly filled in schedule of proposed sub-consultants submitted.</p> <p>5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders.</p> <p>6. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory.</p> <p>7. The preferred Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.</p>
4.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box:</p> <p>Reception</p> <p>Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
4.13.6	<p>Tender offer shall be submitted as an original, plus one CD/DVD or Flash Drive copy of original completed tender document (scanned).</p>
4.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>

CLAUSE NUMBER	TENDER DATA
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.7.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.</p> <p>The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:</p> <p>The final score for award is calculated using the 80/20 Preference Point System formula.</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p>P_s = Points scored for comparative price of bid under consideration</p> <p>P_t = Comparative price of bid under consideration</p> <p>P_{min} = Comparative price of lowest acceptable bid</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), a maximum of 20 points will be awarded to tenderers who complete the schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p>

CLAUSE NUMBER	TENDER DATA																	
	B-BBEE Status Level of Contribution		Number of Points															
	1		20															
	2		18															
	3		14															
	4		12															
	5		8															
	6		6															
	7		4															
	8		2															
	Non-Compliant Contributor		0															
	Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.																	
	5.11.9	<p>All compliant proposals shall be evaluated for their Qualities on a scale of 100. The minimum qualifying points are 75 to be considered for further evaluation for selection. The quality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p><i>A Tender scoring below 75 <u>points</u> in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</i></p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer's Relevant Project Experience</td><td>Schedule 1</td><td>20</td></tr><tr><td>Experience of key personnel</td><td>Schedule 2</td><td>65</td></tr><tr><td>Approach paper</td><td>Schedule 3</td><td>15</td></tr><tr><td colspan="2">Maximum possible score for Quality (N_{Qs})</td><td>100</td></tr></table>			Quality criteria	Evaluation schedule	Maximum number of points	Tenderer's Relevant Project Experience	Schedule 1	20	Experience of key personnel	Schedule 2	65	Approach paper	Schedule 3	15	Maximum possible score for Quality (N _{Qs})	
Quality criteria	Evaluation schedule	Maximum number of points																
Tenderer's Relevant Project Experience	Schedule 1	20																
Experience of key personnel	Schedule 2	65																
Approach paper	Schedule 3	15																
Maximum possible score for Quality (N _{Qs})		100																

CLAUSE NUMBER	TENDER DATA
	The minimum number of qualifying evaluation points for quality is 75
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.17	The number of paper copies of the signed contract to be provided by the employer is one.
	<p style="text-align: center;">TENDER AWARD</p> <ol style="list-style-type: none"> A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Points scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i> D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.

CLAUSE NUMBER	TENDER DATA
	<p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder.</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission</p> <p>All Tender shall remain valid for a period of twelve weeks (90 days, exclusive of closing date but inclusive of the 90th day) or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date.</p> <p>E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</p> <p>Should a Tenderer</p>

CLAUSE NUMBER	TENDER DATA
	<p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>F. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other</p>

CLAUSE NUMBER	TENDER DATA
	<p>gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>G. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>H. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p>

CLAUSE NUMBER	TENDER DATA
	<p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



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2. T2 Returnable documents

• T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The mandatory documents as listed in **Clause 4.1 of T1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tenderer's proposal not being evaluated.

B. Returnable Schedules required for tender evaluation purposes (refer Eligibility Criteria in clause 4.1 of Tender Data)

Evaluation Schedule 4: Approach Paper

C. Other documents required for tender evaluation purposes except for the returnable schedules documents listed in B, in the preceding section.

1. Record of Addenda to Tender Documents
2. Proposed amendments and qualifications
3. Compulsory declaration

4. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and / or municipality
5. Preference Schedule: Broad Based Black Economic Empowerment Status
6. Evaluation Schedule 1: Methodology / Approach
7. Evaluation Schedule 2: Key Personnel Relevant Experience within the Sector
8. Evaluation Schedule 3: Capacity and Competency
9. Evaluation Schedule 4: Skills Transfer

- **T2.2 RETURNABLE SCHEDULES**

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Tenderer	

2. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, a separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number <i>(if applicable)</i>	
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A. VENDOR REGISTRATION

The Contractor shall complete vendor registration forms before the signing of the contract. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- i. Company registration documents, share certificate and joint venture agreements
- ii. Certified copies of the Identity Documents of directors / managing members

- iii. Tax clearance certificate
- iv. VAT registration certificate
- v. B-BBEE Certification and B-BBEE Rating Certificate
- vi. Company letter head
- vii. A cancelled cheque of stamped letter from the bank, verifying the banking details

Vendor registration forms may be obtained from MISA Supply Chain Offices.

Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary and cross reference to the relevant section.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public |
| <input type="checkbox"/> a member of any provincial legislature | |

- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this section.

Section 7: Record of family member in the service of the state

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary and cross reference to this page.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary and cross reference to this page)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial

departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the PFMA of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on Consultancy, Goods and Other Services or a Combination Thereof Offered to an Organ of State and / or Municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) last 5 years

Attach separate page as necessary and cross reference to this page

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(i.e.: all municipal accounts are paid up to date);*

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ _____% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is _____%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary and cross reference to this page.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

Enterprise name

5. Preferencing Schedule: Broad Based Black Economic Empowerment Status (B-BBEEE Status)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of its B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which its claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	2
Level 7 contributor	4

Level 6 contributor	6
Level 5 contributor	8
Level 4 contributor	12
Level 3 contributor	14
Level 2 contributor	18
Level 1 contributor	20
	0

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of :

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. Evaluation Schedule 1: Tenderer's Relevant Project Experience (20)

Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done preferably in the Public Sector. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert.

The scoring of tenderer's experience will be as below:

1. Letter of completion or reference letter for completed: Feasibility Study on Water Services Development Plan or Water Services Master Plans or Water and Sanitation Services Delivery Implementation Plan (of Department of Water and Sanitation) projects. This experience must only relate to instance where the tenderer acted as the main/principal consultant. One letter on client's letterhead per project completed. 2 points to be awarded per letter.

10 points

- | | | |
|-------------------------|---|-----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects | = | 6 points |
| c) 4 Projects | = | 8 Points |
| d) 5 or more projects | = | 10 points |

2. Highest value (Total Project Value) of a completed **single** project of the type of projects mentioned in item 1.

10 points

- | | | |
|-------------------------------------|---|-----------|
| a) Below R1 Million | = | 0 point |
| b) R 1 Million to below R 3 Million | = | 5 points |
| c) R 3 Million to below R 5 Million | = | 7 points |
| d) R 5 Million and above | = | 10 points |

Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both are true and correct.

Signed

Date

Name

Position

Enterprise name

7. Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team (65 points)

The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

Duly signed CVs including consent section by nominated key personnel should be submitted along with the submission referring to this schedule, preferably, in no more than 3 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel. CVs be structured as detailed below:

Scoring: CVs not duly signed by nominated key personnel will be score zero.

CV Template

Curriculum Vitae (CV) of the key persons of no more than 3 pages for each shall be submitted along with the proposals referring to this schedule. The CVs shall be structured as given hereunder:

Proposed Position:	Phone:
Years with the Firm:	Cell:
Mailing Address:	Email:
	ID No.:
Name:	

Nationality:	
Education:	
Computer Skill:	
Professional Membership:	Membership #:
Experience:	IN SOUTH AFRICA
	Duration
	Organization (belongs to)
	Project
	Client
	Position:
	Responsibilities/ Work Done
	IN OTHER COUNTRIES
	Duration
	Organization (belongs to)
	Project
	Client

Position:
Responsibilities/ Work Done

Consent:

I do hereby offer my full consent to work in the project titled as '**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE**' (*Reference: MISA/TLM/FS/007/2021/22*) with the Tenderer named as

I also do confirm that I have not offered and will not offer my consent to any other Proposer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Proposer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature: _____

Date: _____

Enclosure:

1. Certificates of academic qualifications
2. Certificate of Professional registration

The CV of individuals will be used for evaluation of the each of the personnel for this section.

The scoring of the personnel will be as below:

65 points.

(Team Leader = **20**, Support Engineers = **45**)

A. Team Leader – 1

[Total 20 points]

1. Qualifications and Professional Registration (ECSA) **10 points**
 - a) Degree (BSc / B Tech in Civil Engineering) + (Pr Eng/Pr Tech Eng) = 3 points
 - b) Honours Degree in Civil Engineering + (Pr Eng/Pr Tech Eng) = 6 points
 - c) Master's or Doctorate Degree in Water Engineering + (Pr Eng/Pr Tech Eng) = 10 points

Scoring: Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration the bidder will be scored zero.

2. Years of work experience (after 1st degree graduation)

5 points

- | | | |
|------------------------|---|----------|
| a) Below 5 years | = | 0 points |
| b) 5 to below 7 years | = | 3 points |
| c) 7 to below 10 years | = | 4 points |
| d) 10 years and above | = | 5 points |

3. Highest value (Project Contract Value) of a completed single project, either Water Feasibility Study or Water Services Development Plan or Water Services Master Plan or 5 Years Water and Sanitation Services Reliability Plans (of Department of Water and Sanitation) as Team / Project Leader

5 points

- | | | |
|-------------------------------------|---|----------|
| a) Below R1 Million | = | 0 point |
| b) R 1 Million to below R 2 Million | = | 1 point |
| c) R 3 Million to below R 5 Million | = | 3 points |
| d) R 5 Million and above | = | 5 points |

B. Support Engineers – 5 [Total 45 points]

The support engineers with the following expertise are required:

- Civil Engineer: Water and Sanitation (Experienced in distribution, treatment and source design and development) **(10 points)**
- Structural Engineer (Experienced in Water and Waste Water Treat Structural Design) **(10 points)**
- Electrical Engineer (Experienced in pumps, motors and water and sanitation treatment works) **(10 points)**
- Mechanical Engineer (Experienced in pumps, motors and water and sanitation treatment works) **(10 points)**

- Environmental Management Professional (Experienced in Environmental Management issues of Waste Water Treatment Works. **(5 points)**)

Scoring: Each of the professionals will be scored individually on full points as detailed hereunder and each support professional score will be added together for total points for evaluation purposes. The total maximum score for this section for all Support Engineers is **45**.

Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero.

Evaluation of Civil Engineer, Structural Engineer, Electrical Engineer and Mechanical Engineer:

1. Qualifications **3 points**

- a) Degree (BSc / B Tech in Civil Engineering) + (Pr Eng/Pr Tech Eng) = 1 points
- b) Honours Degree (as above) + (Pr Eng/Pr Tech Eng) = 2 points
- c) Master's or Doctorate Degree (as above) + (Pr Eng/Pr Tech Eng) = 3 points

2. Years of work experience (after 1st degree graduation) **3 points**

- e) Below 5 years = 0 points
- f) 5 to below 7 years = 1 points
- g) 7 to below 10 years = 2 points
- h) 10 years and above = 3 points

3. Highest value (Project Contract Value) of a completed single project, either Water Feasibility Study or Water Services Development Plan or Water Services Master Plan or 5 Years Water and Sanitation Services Reliability Plans (of Department of Water and Sanitation) as Team / Project Leader **4 points**

- e) Below R1 Million = 0 point
- f) R 1 Million to below R 2 Million = 2 point
- g) R 3 Million to below R 5 Million = 3 points
- h) R 5 Million and above = 4 points

Evaluation of Environmental Management Professional:

Qualifications

5 points

- a) Degree (BSc in Environmental Management + (Pr.Sci.Nat) = 1 points
- b) Honours Degree (BSc in Environmental Management + (Pr.Sci.Nat) = 3 points
- c) Master's Degree ((BSc in Environmental Management + (Pr.Sci.Nat) = 5 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

8. Evaluation Schedule 3: Approach paper (15 points)

The approach paper must respond to the scope of work (reference: C3 Scope of work).

As the contents of a proposal give a clear firsthand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal) using proper separators for each of the chapters and annexures (if there is any) **not more than 10 pages**.

The approach paper must contain at least the following:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:

1. Methodology to be adopted;
2. Project implementation schedule (Activity, task and sub-task wise to achieve the deliverables);
3. Manning schedule detailing their activity and task wise input period with organogram for the proposed project team and their responsibilities;
4. Identified project implementation Risks and Risk Management proposal;
5. Quality control mechanism to be adopted for project deliverables;
6. Stakeholder identification, management and reporting mechanism to be followed.

The scoring of the approach paper will be as detailed hereunder:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach Paper		<u>15 points</u>
Methodology to be adopted	Program knowledge, informative appropriateness of proposed approach (3 point) and presentation and organogram (2 point)	5 points
Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks, deliverables (2 point), defining milestones and timeliness with interdependencies to ensure delivery of the project on time (3 point)	5 points
Project implementation Risks and Risk Management proposal	Adequacy of understanding of program risks and appropriateness of mitigation options (2 points)	2 points
Quality control mechanism be adopted	Adequacy of process (1 point) and appropriateness of proposed template (1 point)	2 points
Stakeholder identification and management and reporting	Appropriateness of stakeholders identifications and proposed management process appropriateness of reporting system (1 point)	1 point

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference his/her letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of knowledge both true and correct.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____

Date _____

Name: _____

Capacity: _____

Name of the Firm: _____



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

Based on

NEC 3 (2013): Professional Services Contract (PSC)

Option C: Target Contract (*Activity schedule*)

3. C1 Agreements and contract data

• C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES,
calculated in accordance with the *conditions of contract as detailed hereunder:*

Total Amount: R_____ (in figure), (Rand _____

_____) (in word)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature

Date:

Name

Capacity

**For the
tenderer:**

.....
*(Insert name and address of
organisation)*

Name &
signature
of witness

Date

.....

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Other documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature

Date: _____

Name(s) Ntandazo Vimba

Capacity Chief Executive Officer

For the Municipal Infrastructure Support Agent
Employer

Schedule of Deviations

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

• C1.2 CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for main Options C of the NEC 3 Professional Services Contract (PSC)

10.1 *The Employer is*

Municipal Infrastructure Support Agent

Physical Address: Lethaba House, Riverside Office Park
1303 Heuwel Avenue, Centurion, Pretoria 0046

Postal Address: Private Bag X105, Centurion 0046

Telephone: 012 848 5300

11.2(11) The *Scope* is as given in section C3: Scope of works of tender documents

12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 2 (two) weeks
2	The Parties' main responsibility
24.4	If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract.
3	Time
30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties completion date is Six (6) months from starting date as agreed by Parties
31.1	The <i>Consultant</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
4	Quality
41.1	The <i>defects date</i> is 4 weeks after completion of the whole of the <i>services</i> ; <i>date of completion</i> exclusive of the period.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 25th day of each successive month.
51.1	The period within which the payments are made is thirty days from the date of receipt (exclusive) of the invoice.
51.2	The <i>currency of this contract</i> is the South African Rand.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
6	Compensation events
	No data required for this section of the <i>conditions of contract</i> .
7	Rights to material
	No data required for this section of the <i>conditions of contract</i> .
8	Indemnity, insurance and liabilities

81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the services or earlier termination
Failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 1 million in respect of each claim, without limit to the number of claims	Till the end of the <i>defects date</i> .

81.1 The *Employer* provides no insurance cover.

81.2 The *Consultant* provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.

9 Termination and dispute resolution

10 Data for main Option clause

C Target Contract

11.2 (16) The *Services* the price for services provided to date is the time charge for the work which has been completed.

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),

W1.2(3) The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4((2) The *tribunal* refers to a South African Court of Law

12 Data for secondary Option clause(s)

X1 Price adjustment for inflation

X1.1	(L-B) The price will be adjusted according to the CPI
X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	<i>Employer's Agent</i>
X10.1	<p>The <i>Employer's Agent</i> is</p> <p>Ntandazo Vimba or Designated Person</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
X12	<i>Partnering</i>
X12.1	<i>Partners means the members of the project team from both the municipality, MISA and the Consultant.</i>
X12.2	<i>The "own contract" will mean the teaming agreement.</i>
Z	<i>Additional conditions of contract</i>
	The <i>additional conditions of contract</i> are
Z1	<p>Tax invoices</p> <p>The <i>Consultant's</i> invoice.</p> <p>Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include</p> <p>the details stated in the <i>Scope / Price List</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice.</p> <p>The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>
Z2	<p>Selection and appointment of the <i>Adjudicator</i></p> <p>Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the</p>

Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Part two - Data provided by the *Consultant*

10.1 The *Consultant* is

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 The *Consultant's* key persons are:

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use the table ZZZ below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

Table ZZZ: List of Key Personnel

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Team Leader					
2	Water and Sanitation Engineer					
3	Structural Engineer					
4	Mechanical Engineer					
5	Environmental management professional					
Additional Personnel if Applicable						
No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience

1						
2						
3						
4						



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

C2 PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in **Annexure A: Breakdown of Costs of Quoted Price**. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
5. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
6. All items on the Price List must be priced.

Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

7. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed

necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**

8. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.
9. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
10. Tenderers should take note that payment will be only based on **acceptable completed activities** on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
11. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the *starting date* and *completion date* (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).

• **C2.2 PRICING LIST**

1. Costs incurred by the *Consultant* other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
2. The rates provided in the table below must be all-inclusive, i.e. inclusive of any support staff and administrative staff and associated costs, and disbursement costs. That means, MISA will not entertain any additional claims for support- staff, administrative staff, or disbursements.
3. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
4. Evaluation of the "cost" portion of the tender will take into account both the total price and the rates for individual team members and their proposed input in completing a task. The basis will be the tenders' detailed cost breakdown according to item 5 of the above section C2.1 Pricing Assumptions. The tenderers are advised to use the template given in **Annexure A** for their detailed costs break down.



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/TLM/FS/007/2021/22

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

C2.2.1 THE PRICING SCHEDULE

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first four columns.

For each row:

1. If the *Consultant* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Consultant* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

C2.2.1 THE PRICING SCHEDULE

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	Inception report and programme	Sum	1		
DELIVERABLE 2	Interim Report 1	Sum	1		
DELIVERABLE 3	Interim Report 2	Sum	1		
DELIVERABLE 4	Final Feasibility report and Closeout	Sum	1		
	Total (Cost of Deliverables)				
	VAT 15%				
	Grand Total (inclusive of VAT 15%)				

TOATAL QUOTED PRICE (in word)

_____ to be carried to the Form of Offer.

Signed: Date:

Name: Position:

Enterprise name:

Reference No. MISA/TLM/FS/007/2021/22

End User Initial.....



Municipal Infrastructure Support Agent (MISA)

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APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO AUGMENT POSTMASBURG WASTE WATER TREATMENT WORKS FOR TSANTSABANE LM UNDER ZF MGCAWU DISTRICT MUNICIPALITY IN NORTHERN CAPE PROVINCE

4. C 3 Scope of work

1. Background

Tsantsabane Local Municipality is situated in the ZF Mgcawu District Municipality and covers geographic area of 5 887km² (Surveyor General, 2008). Tsantsabane Local Municipality is bordered by Siyancuma LM, //Dawid Kruiper LM, !Kheis LM, Gamagara LM and Kgatelopele LM. The municipality comprises of seven (7) wards and it is also a host to the Lohahla Military Training Base.

The major routes running through Postmasburg include the R385 from Kimberley that runs through Beeshoek, the R309 and the R325 to Kathu. Postmasburg is situated 200 kilometers from Kimberley and 240 kilometers to Upington.

Key municipal settlement areas can be categorized as follows:

- a) Main town: Postmasburg
- b) Rural settlements: Jenn-Haven, Maremane. Groenwater and Skeyfontein
- c) Established Townships: - Boichoko, Newtown, Whitecity, and Potsdene.
- d) New Settlements Developments: - Mountainview, Greenfields, Postdene Pahse 1 & 2.

In accordance with STATSA 2016 the population figures for Tsantsabane Local Municipality is 39 345 with 11 821 households. Population growth is attributed the increase of people who come to the municipal area in search for better living conditions or jobs in the mining and solar industrial sectors.

2. Objective of the Employer

The aim of MISA to support identified Municipalities to improve sustainable services to its residents in line with their constitutional mandate.

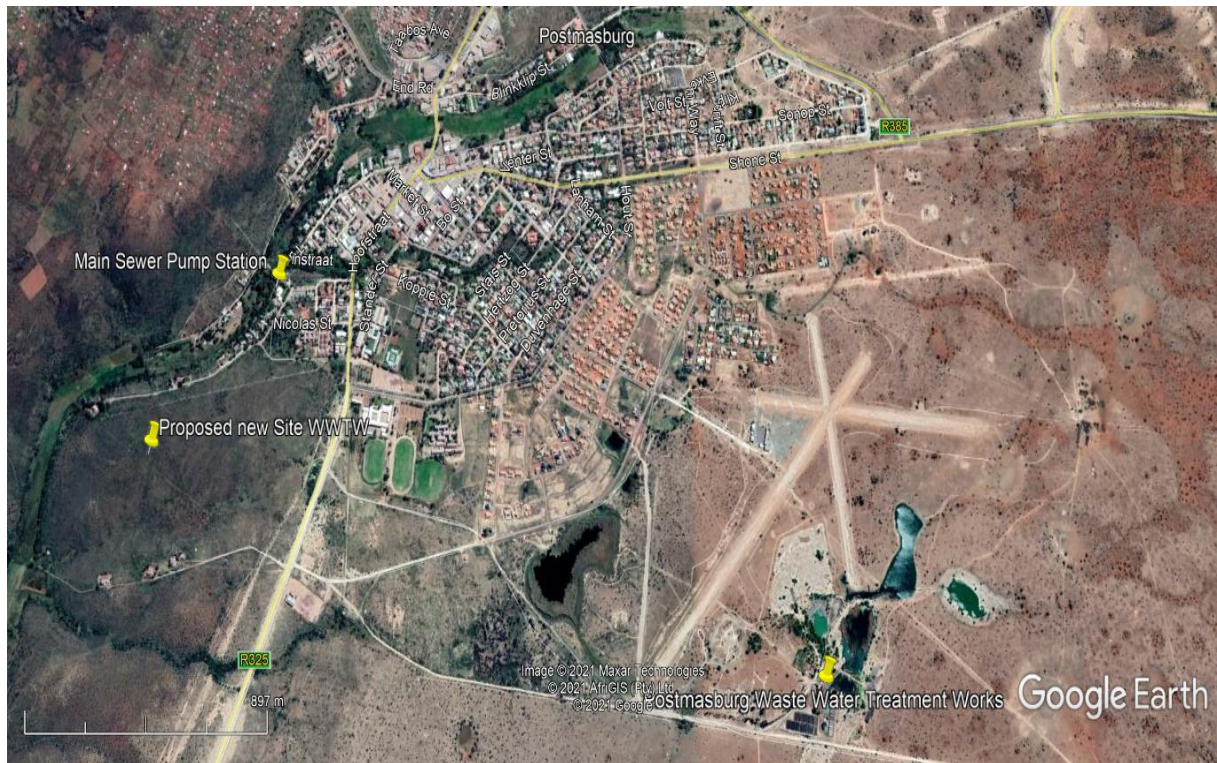
The overall objective of the project is to conduct a feasibility study in its endeavour to support **Tsantsabane Local Municipality** to develop a sustainable Waste Water Treatment System (both on the site and off the site) that is effective, efficient and sustainable in respect of service delivery covering the safety net for business, indigenous and poor communities and affordable to consumers and to the **Tsantsabane Local Municipality** Water Services Authority in respect of operation, maintenance and in realising required minimum revenues for the same.

3. Overview of the Scope of Work

The overview of the scope of work to be undertaken by the Professional Service Provider (PSP's) is to conduct a feasibility study at **Postmasburg Waste Water Treatment Works** plan the aim of developing a new or improve Waste Water Management system to respond to current and future demand.

4. Location of Works

Postmasburg wastewater treatment works is situated on a high point south of Postmasburg CBD and its coordinates are longitude 28020'45"S and latitude 23040'45"E. as shown in the map hereunder.



Postmasburg Waste Water Treatment Works

5. Status Quo of Postmasburg WWTW

The existing Postmasburg WWTW was constructed in the early 1980's with a capacity of 2400m³/day. The geographical location of the sewer treatment works is on a high point south of the town's CBD. This necessitated that all sewage draining from the town must be pumped to the wastewater treatment plant. Subsequently, Postmasburg WWTW was initially equipped with 3 sewage pump stations and later on a 4th booster pump station was constructed.

In 2006, the civil works at the treatment plant was upgraded in preparation of the coming expansion of mining activities, but the works was never equipped mechanically due to a shortage of funding. In 2009, the Kolomela Mine development commenced and KUMBA started a housing project of 885 housing units in Postmasburg as well as development of required bulk infrastructure. In 2010 the existing Postmasburg Wastewater Treatment Plant was assessed to make proposals to get the plant operational again as it was in a very poor state. A refurbishment project was undertaken and concurrently to this, the mechanical and electrical installation was done on the new portion of the works expanding the plant capacity to 4800m³/day. The plant was recommissioned on 1st September 2011 and has been operating successfully since.

The current plant is classified as class C with a design capacity of 4.8Mℓ/d and the recent recorded receiving flows are 6 Mℓ/d.

All these houses of both KUMBA and ASSMANG have increased the flow of wastewater to the existing Postmasburg WWTP gradually until a point was reached where the treatment plant was exceeding its design capacity on a daily basis. In addition to these recently constructed housing units, several private developers have in the past year applied for land to develop further housing projects as KUMBA have indicated that they plan to expand their operations at Kolomela Mine and have an immediate need for another 1 300 housing units. In addition to the above, the municipality is also planning to develop a 3 500-unit mixed housing development. All these planned developments now require that the existing wastewater treatment plant either be upgraded to accommodate these envisaged flows, or as an alternative, that a new wastewater treatment plant be considered.

In the view of the new development planned, it is therefore necessary to increase the capacity of sewer management system.

Identified Challenges: Postmasburg WWTW

The following challenges were identified recently as follows;

- Lack of security on site;
- 2 of 3 mechanical screws rusted;
- Broken mechanical screen and degritters.
- Plant design capacity exceeding by 1.2Mℓ/d
- Collapsing Chlorine Contact Tank walls.
- No desludging and overgrown vegetation at the oxidation ponds
- Overgrown sludge in the sludge drying beds.

The existing Licence conditions for the Waste Water Final Effluent quality requires compliance with the following:

Table C1.2: Standard requirements of effluent water

Specific Test Standard and Name	Performance Parameter	Values
COD	mgO/ L	75
TSS	mgTSS/ L	25
Ammonia-Nitrogen (as N)	mgN/ L	10
Residual Chlorine (as Cl)	mgCl/ L	≤0.1
E. coli	E. coli/ 100mL	1000/ 100mL
Nitrate (as N)	mgN / L	15
Soluble Phosphate (as P)	mgP/ L	10
pH	-	5.5 to 9.5
Domestic Water Use	kl/day	

The Values and Specific Test Standard and Name referred to in Table B1 are subject to change/ revision by the Department of Water and Sanitation. The service provider may use the document “SOUTH AFRICAN WATER QUALITY GUIDELINES” Volume 1: Domestic Water Use Second Edition, 1996. A change/ revision will require MISA to review/ change the values required to be achieved by the Contractor.

6. Extent of Works.

General requirements of the scope

The final feasibility study Report must address the following questions;

a) Social Benefits

- i. Number of households and people to be uplifted to basic and higher services levels.
- ii. Number of poor households to be served and the social cost (capital and operation).
- iii. Number of jobs to be created (temporary and permanent, by gender and age category).
- iv. Affordability of proposed services tariffs (per service level and community).
- v. Contribution towards poverty eradication, social upliftment and health improvement.
- vi. Number of associated services benefit (e.g. schools, clinics, communal facilities).
- vii. Socio-political support for the proposed development option.

b) Strategic and Planning issues

- i. Whether the project is in line with the Sector Development Frameworks and Integrated Development Plans of concerned municipality?
- ii. Is there available land to implement the final product.
- iii. Whether the project is in line with the Provincial Growth and Development Strategy?
- iv. Are other parts of sanitation supply chain in place?
- v. Do all parties agree to the need and technical options as proposed?
- vi. What is the level of services proposed?
- vii. Justify the economic growth requirement.
- viii. Justify the services need.
- ix. Explain functional criticality of total project and specific components.
- x. Extent of cost – investment and operation and maintenance.

- xi. Funding sources with possible co-funding options.

c) Economic Benefits

- i. Number of current businesses, industries, government and public organization to be served.
- ii. Expected economic value to be generated by the new businesses (GDP before and after) as a result of the project.
- iii. Number of SMMEs and BEE enterprises to be benefited (by type and monetary value/ benefit) during the project implementation and as an indirect result after completion of the project.
- iv. Regional economic benefit from the proposed waste water system users and their value chain integrated development objectives (socio-economic benefits, provincial growth and development objectives, IDPs and associated sector programmes like housing).

d) Technical Requirements

- i. Is the project part of a proposed Municipal Master Plan?
- ii. Assess the status quo of existing Water Services Development Plan (WSDP) and suitability of defined projects therein;
- iii. Carry out a baseline and condition survey of existing waste water infrastructure;
- iv. Carry out an in-depth analysis of the current and future demands on an interval of 5 years for 20 years design period starting from July 2021, the expected commissioning of the new systems, to assist planning of phased development of water and sewerage systems over the time to augment the demand of the future.
- v. Carry out an in-depth assessment various economic and cheaper options of sewerage system together with re-use options sewage effluent.
- vi. Carryout analysis of existing infrastructure and possible upgrading/ up-scaling/ adjustment options to meet demand.
- vii. Appropriateness and acceptability of the proposed option (solution)
- viii. Confirmation/ approval by the DWA WRM details.

- ix. Defining projects with estimated costs and phased implementation plans.
- x. Compliance to Water Demand/ Water Conservation objectives (acceptable water losses and appropriate plans to reduce/ control water demand). Is a Water Demand Management/ Water Conservation Strategy/ Plan in place?
- xi. Optimal choice of bulk infrastructure (sewer line routes, pump stations, effluent disposal/ treatment facilities) considering full life-cycle cost (capital, financing, operating and maintenance cost).
- xii. Proof of best-suited technology (pro's and con's per option).

e) Institutional capacity

- i. Who (institution) will own the infrastructure?
- ii. Confidence in the capacity of the institution to implement.
- iii. Agreements on infrastructure ownership (per project component).
- iv. Agreement on implementation responsibility (per project component).
- v. Proof of implementation capacity (e.g. capital expenditure over last 3 years).
- vi. History of past implementation quality and performance (e.g. functionality audits).
- vii. Agreement on operating responsibilities (per project component).
- viii. Proof of adequate staff numbers and skills levels (per project component).
- ix. History on waste water services interruptions (annual interruption in households-days).
- x. Commitments for above by institutional leadership (e.g. municipal mayor and council).
- xi. Cooperation agreements between key stakeholders.
- xii. Approval of institutional arrangements.
- xiii. Cost recovery system (including policy on free basic services and non-payment).
- xiv. Water conservation and demand performance by institution.
- xv. Responsibilities and accountability.

- xvi. Carryout in depth assessment and analysis of target WSA municipality for its administrative and technical capability and financial affordability of implementation, management of the proposed infrastructure and revenue generation systems.

f) Financial viability

- i. Execution of financial analysis for the waste water infrastructure rehabilitation and upgrade programme covering the following:
- The required sustainable Capex, Opex, tax and inflation adjustments to costs
 - Development of revenue and cashflow projections
 - Development of a financial model/s for the projected income taking into account affordability.
 - Financial analysis of cost projections (cash flows).
 - Execution of sensitivity analysis
 - Calculation of financial internal rate of return (IRR), return on investment (ROI) and other relevant metrics to assess viability of the rehabilitation and upgrade programme.
 - Required payback period based on discounted cashflow considering NPVs, IRRs, WACC etc
 - The rehabilitation and upgrade programme should be developed with a 10-year timeline and payback period.
- ii. Development of a funding execution strategy taking into account funding constraints:
- Available funding (grant, loan and investment).
 - Funding conditions (repayment period, interest).
 - Proposed tariff adjustment (for business and domestic users) to reconcile cost and projected income.
 - Financial status performance and creditworthiness of municipality and possible implementing agent

g) Legal and Environment Requirements

- Assessment of all legal considerations in relation to the implementation strategy.
- Assessment of key regulatory requirements relevant to the proposed infrastructure upgrades.
- Defining an appropriate and efficient billing, collection and budgeting towards Operation and Maintenance system needed to adopt and implement as guided by applicable legislative framework.
- Has water license with adequate allocation for all uses have been approved?
- Has an environmental authorization been granted for the construction of the project (based on accepted environmental impact assessment and public participation process).
- Assessment of all land and property rights issues been addressed (land acquisition and servitudes)? Including potential environmental red flags.

7. Deliverables

The feasibility study is effectively divided into three deliverables phases/reports as summarised below.

- Phase 1 - Inception Report and Programme** - This Report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study.
- Phase 2 - Scoping and Planning Report**
The initial planning phase for a technical feasibility study where the need is identified and all the relevant background information is documented and assessed.
- Phase 3 - Technical feasibility report.** This report describes the proposed technical intervention and documents the analysis and methodology on how the proposed solution was determined. An option analysis is also included for larger projects particularly for Waste Water systems upgrade or development related projects.

It is in this phase where of the bulk waste water infrastructure scheme where and various technical options are identified and evaluated. The deliverable from this study will include a budget estimate for the development of the project.

d) Phase 4: Final and closeout Report

This is a final feasibility report covering all requirements of this feasibility study approved by all relevant stakeholders.

e) Requirements for deliverables, reports and phases.

The table below details the requirements per deliverable/report and questions which need to be answered from above (6. **Extent of Works: General requirements of the scope**) questions a) to g)

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description	Questions to be answered
1	Phase1: Inception Report and Programme	This Report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study.	
2	Phase 2: Interim Report 1: Scoping and Planning	Social Benefits	a)
		Strategic and planning issues	b)
		Economic Benefits	c)
		Institutional capacity	e)
		Legal and Environment Requirements	g)
3	Phase 3: Interim Report 2: Technical	Technical Requirements	d)
		Financial viability	f)
4	Phase 4: Final Report and Closeout	This is a final feasibility report covering all requirements of this feasibility study approved by all relevant stakeholders	

8. TIME FRAME

MISA expects the finalised copy of this feasibility study to be completed within **6 months** from the start date.

9. Reporting

The PSP shall submit monthly reports based on the deliverables. These reports will be reviewed by the Project Steering Committee comprising of MISA, ZF Mgcawu District Municipality, **Tsantsabane** Local Municipality and Department of Water Affairs.

Reporting requirements will be guided by the scope of works major activities (See C3.1), more detailed reporting and schedule time will be provided to the successful Service Provider/s during the contract negotiation and project inception stage.

The following reports need to be generated by the service provider in agreed format:

- Inception Report, Work Plan and Resourcing Plan within 2 weeks of the induction of the service provider.
- Weekly reports during the first month indicating progress on achievements and identified challenges requiring urgent attention.
- Monthly reports on the 25th day of each month.
- Any other reports as and when required by MISA.
- Contract Closeout report to be submitted at least 2 weeks prior to the contract end date.

10. Monitoring and Evaluation

MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention.

Each milestone phase achieved in this intervention will be approved by MISA before the next step is implemented.

11. Programme Assumptions and Risk

11.1. Programme Assumptions

The intended success of the project is found on the assumptions that certain conditions will exist and these assumptions are not limited to the following;

- MISA will provide leadership and co-ordinate management functions to ensure that collaboration and integration processes and requirements are stream-lined across the different spheres of government.

12. Logistic Support

All logistics including travelling and subsistence should be included in the PSP cost estimates.

PSP pricing must include all meetings which will be mainly monthly meetings plus quarterly reporting to PSC.

ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE

A. Assumptions

Number of working hours per day = 8 hours;
 Number of working days per year = 230 days; and
 Full Time Equivalent (FTE) over 12 months = 230 days.

B. Summary of Person days and FTE over 12 months and Total cost per person

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 12 months	FTE over 12 months (in number of person)	Total cost per person (Rand)
Team Leader					
Water Engineer and Sanitation Engineer					
Electrical Engineer					
Mechanical Engineer					
Environmental Management Professional					
Others (Defined by Consultant, e.g. sub-contractors, etc.)					

Position Name of Resources in the proposed project Team	Hourly Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total Person days over 12 months	FTE over 12 months <i>(in number of person)</i>	Total cost per person (Rand)
Sub-Total 1					
Disbursements					
Sub-Total 2					
VAT @ 15%					
Grand Total					