

## **Municipal Infrastructure Support Agent (MISA)**

**Cooperative Governance & Traditional Affairs (CoGTA)**

**REPUBLIC OF SOUTH AFRICA**

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

**Tender Document for**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR  
THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE  
CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI  
ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

Client	Municipal Infrastructure Support Agent
Reference no.	<b>MISA/DNDZM/LIC/KZN/037/2021/22</b>
Virtual Non - Compulsory Briefing	03 November 2021 @ 10h00
Closing Date and Time	16 November 2021 @ 11:00
The Tenderer (Name)	

### ***The General Conditions of Contract***

**NEC 3 (April 2013): Professional Services Contract (PSC) Option A: Priced  
Contract with 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 : MISA/DNDZM/LIC/KZN/037/2021/22

# APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR-INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.

## CONTENTS

<b>Contents</b>	<b>2</b>
<b>Part T1: Tendering Procedure</b>	<b>5</b>
<i>T1.1: Tender notice and invitation to tender</i>	<i>5</i>
<i>T1.2: Tender Data</i>	<i>7</i>
<b>Part T2: Returnable Documents</b>	<b>14</b>
<i>T2.1: List of returnable documents</i>	<i>14</i>
<i>T1.2: Returnable Schedules</i>	<i>15</i>

## THE CONTRACT

<b>C1 Agreements and contract data</b>	<b>34</b>
<i>C1.1 Form of offer and acceptance</i>	<i>34</i>
<i>C1.2 Contract data</i>	<i>39</i>
<b>C2 Pricing data</b>	<b>44</b>
<i>C2.1 Pricing assumptions</i>	<i>44</i>
<i>C2.2 Pricing list</i>	<i>46</i>
<i>C2.2.1 The Pricing schedule</i>	<i>46</i>
<b>C3 Scope of Work</b>	<b>49</b>
<b>C3.1 Background, Introduction and Purpose</b>	<b>49</b>
<b>C3.2 GENERAL REQUIREMENTS OF THE TENDERER</b>	<b>53</b>
<b>C3.3 PROPOSED PROGRAMME STRUCTURE</b>	<b>55</b>
<b>C3.4 STAKEHOLDERS &amp; MANAGEMENT</b>	<b>58</b>
<b>C3.5 INFORMATION TO BE PROVIDED BY THE EMPLOYER</b>	<b>60</b>
<b>C3.6 PROPOSED PROGRAMME TIMEFRAME</b>	<b>61</b>
<b>C3.7 PROCESSES, TASKS and DELIVERABLES</b>	<b>62</b>
<i>C3.7.1 PROJECT INITIATION &amp; INCEPTION</i>	<i>62</i>
<i>C3.7.2 PROGRAMME PREPARATION AND PLANNING</i>	<i>62</i>
<i>C3.7.3 TRAINING FOR LIC, REPORTING AND CONSTRUCTION</i>	<i>64</i>
<i>C3.7.4 IMPLEMENTATION OF LIC PROJECT &amp; CONTROL</i>	<i>64</i>

<i>C.3.7.5 UPGRADING EPWP &amp; LIC REPORTING SYSTEM</i>	<i>Error! Bookmark not defined.</i>
<i>C.3.7.6 CLOSE-OUT &amp; HANDOVER</i>	65
<i>C.3.7.7 REQUIRED PROGRAMME REPORTING</i>	<i>Error! Bookmark not defined.</i>
<b>C3.8 CONTRACT AND PROJECT IMPLEMENTATION PLAN</b>	<b>69</b>
<b>C3.9 PROGRAMME RISK MANAGEMENT</b>	<b>69</b>
<b>Annexure A: Breakdown of costs of quoted price for working out bid comparative price</b>	<b>Error! Bookmark not defined.</b>

# The Tender

**Reference :** MISA/DNDZM/LIC/KZN/037/2021/22

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR-INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

**Procedure: open procedure**

**Based on**

**MISA Supply Chain Management Policy dated 29 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 the tender

**Preferential Procurement Regulations 2017** (Ref: Government Gazette No. 40553; Dated: 20 January 2017 Vol. 618 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)**

# MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## Cooperative Governance & Traditional Affairs

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

#### **PART T1: TENDERING PROCEDURE**

##### **T1.1: TENDER NOTICE AND INVITATION TO TENDER**

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified professional service providers to tender for the appointment of a professional service provider for the design and management of a labour intensive capacity building programme in Dr Nkosazana Dlamini Zuma Municipality In The KwaZulu-Natal Province.

The project details are hereunder,

REFERENCE NO.	PROJECT NAME	BRIEFING SESSION: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
<b>MISA/DNDZM/ LIC/KZN/037/2 021/22</b>	<b>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.</b>	<b>A non-compulsory virtual briefing session will be held online</b>  <b>Date: 03 November 2021</b>  <b>Time : 10h00.</b>	<b>Date: 16 November 2021</b>  <b>Time: 11:00am</b>  <b>All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300</b>

A non-compulsory virtual briefing session will take place at the place and on the date and time shown above unless otherwise amended. Representative(s) from MISA will meet the prospective Tenderers 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**

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their 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 evaluation of tenders will follow **Method 4**: Quality, Price and Preference (SANS 10845-1 of 2015). The Method 4 evaluation is based on quality, price and preferential (B\_BBEE Status) points.

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

Issued by:

**Mr Ntandazo Vimba**

**Chief Executive Officer**

**Municipal Infrastructure Support Agent**

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

**Reference: MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **T1.2 TENDER DATA**

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of the 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.
3.2	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p><b>Name:</b> Mr Ntandazo Vimba</p> <p><b>Address/ Contact:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Email:</b> <a href="mailto:lumka.tyikwe@misa.gov.za">lumka.tyikwe@misa.gov.za</a></p>
3.4	The language for all communications is English
4.1	<p><b>Only</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated, failure to comply with one or more of the eligibility criteria below, shall be grounds for disqualification of the tender:</p> <p>The tenderer:</p> <ol style="list-style-type: none"><li>1. In case of a Joint Venture/Consortium submission, shall submit a <b>notarised</b> Joint Venture agreement signed by all parties.</li><li>2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close</li></ol>

CLAUSE NUMBER	TENDER DATA
	<p>Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.</p> <p>3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.</p> <p>4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R1 million in respect of a claim without limiting to the number of claims.</p>
4.7	The tenderers are encouraged to attend a non - compulsory briefing session as detailed in the Tender Notice and Invitation to Tender (ref: T1.1).
4.12	No alternative tender offer will be considered.
<p>4.13</p> <p>4.15</p>	<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><b>Location of the tender box:</b></p> <p>Reception at MISA Offices</p> <p>Municipal Infrastructure Support Agent</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1<sup>st</sup> Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference Number of the tender;</li> <li>2. Address of the employer;</li> <li>3. Names of the tendering entity and the contact person;</li> <li>4. Physical address and contact details of the tenderer;</li> <li>5. Date of submission.</li> </ol>
4.13.4	<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"> <li>1. All declaration pages fully completed, signed and submitted.</li> <li>2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</li> <li>3. In case of Sub-contracting: <ol style="list-style-type: none"> <li>3.1 a tenderer may not be <b>awarded points for B-BBEE</b> if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the contract [ref. clause 7(5) of Preferential Procurement Regulations, 2017]; and</li> </ol> </li> </ol>



CLAUSE NUMBER	TENDER DATA
	<p>3.2 a person <b>awarded a contract</b> may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. (Ref. clause 12(3) of Preferential Procurement Regulations, 2017].</p> <p>4. None of the documents has correction fluid on them. Any wrong entry, in case of correcting, must be stroked out by a single stroke and initialled by the Authorised signatory</p> <p>5. The tender document issued by MISA is not tampered with and content in the tender document remains intact.</p> <p>6. Company Profile submitted.</p> <p>7. 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>
4.13.5	The tender offer shall be submitted as <b>original, one copy of the original and one scanned copy of the original completed and signed tender documents on a memory stick (that is 1 original, 1 hard copy of the original and 1 soft copy of the original tender document).</b>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
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 <sup>th</sup> day).
5.4	The time and location for the 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 <b>Method 4</b> (Financial offer, Quality and Preference)</p> <p>The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined following the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where <math>f_1</math> and <math>f_2</math> are fractions; <math>f_1</math> equals to 1 minus <math>f_2</math>, and <math>f_2</math> equals to <b>0.4</b></p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made following 5.11.7 in SANS 10845-3, 2015 where the score for the financial offer is calculated using the following formula</p> $N_{FO} = W_1 A$ <p>Where maximum point for price <math>W_1 = 80</math>; (ref: preferential regulations 2017)</p>

CLAUSE NUMBER	TENDER DATA															
	<p><b>A = {1 – (P – P<sub>m</sub>)/ P<sub>m</sub>}</b>, [where <b>P</b> is the comparative price of the Tender under consideration and <b>P<sub>m</sub></b> is the comparative price of the lowest qualified Tender]</p> <p><b>N<sub>P</sub></b> is the number of tender evaluation points awarded for preferences claimed following the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), which is up to maximum 20 points that will be awarded to tenderers who complete the preferencing schedule and who will be found to be eligible for the preference claimed.</p> <p><b>N<sub>Q</sub></b> is the number of tender evaluation points awarded for the quality offered following clause 5.11.9 in SANS 10845-3, 2015 where maximum points for qualification is <b>100</b></p>															
5.11.9	<p>The functionality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p><b>A Tender scoring below <u>70 points</u> in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</b></p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer’s (Company) Experience</td><td>Schedule 1</td><td>20</td></tr><tr><td>Expertise of key personnel</td><td>Schedule 2</td><td>70</td></tr><tr><td>Approach paper</td><td>Schedule 3</td><td>10</td></tr><tr><td colspan="2"><b>Maximum possible score for quality (M<sub>s</sub>)</b></td><td><b>100</b></td></tr></table> <p><b>The minimum number of evaluation points for quality is 70 points out of 100.</b></p>	Quality criteria	Evaluation schedule	Maximum number of points	Tenderer’s (Company) Experience	Schedule 1	20	Expertise of key personnel	Schedule 2	70	Approach paper	Schedule 3	10	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>
Quality criteria	Evaluation schedule	Maximum number of points														
Tenderer’s (Company) Experience	Schedule 1	20														
Expertise of key personnel	Schedule 2	70														
Approach paper	Schedule 3	10														
<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>														
5.13	<p>A tender offer will only be accepted if:</p> <ol style="list-style-type: none"><li>1. The tenderer or any of its directors/ shareholders is <b>not</b> 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;</li><li>2. The tenderer has <b>not</b>:<ol style="list-style-type: none"><li>a. abused the Employer’s Supply Chain Management System; or</li><li>b. failed to perform on any previous contract and has been given written notice to this effect;</li></ol></li><li>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.</li></ol>															
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one to the successful tenderer.</p>															
	<p style="text-align: center;"><b>TENDER AWARD</b></p> <p>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).</p> <p>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.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></p>															

CLAUSE NUMBER	TENDER DATA
	<p>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.</p> <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;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of Tender are:</p> <p><b>A. Joint Venture</b></p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder</b></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><b>C. Acceptance of Bid</b></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><b>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission</b></p> <p>All Tenders shall remain valid for a period of 90 days, exclusive of closing date but inclusive of the 90<sup>th</sup> day or until the Tenderer is relieved of this obligation by the Employer, in writing.</p> <p><b>E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</b></p> <p><b>Should a Tenderer</b></p> <ul style="list-style-type: none"> <li>a) Withdraw his Tender during the period of its validity; <u>or</u></li> <li>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></li> <li>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;</li> </ul> <p><b>Then the Tenderer shall be liable for and pay to the Employer –</b></p> <ul style="list-style-type: none"> <li>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</li> </ul>

CLAUSE NUMBER	TENDER DATA
	<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><b>F. Repudiation of Tender or Invalidation of Contract</b></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 gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <p>a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract;</p> <p>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;</p> <p>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company;</p> <p>d) to refrain from Tendering for this Contract;</p> <p>e) as to the amount of the Tender to be submitted by either party;</p> <p>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> <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><b>G. South African Jurisdiction</b></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>

CLAUSE NUMBER	TENDER DATA
	<p><b>H. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <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"> <li>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>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.</li> <li>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.</li> </ul> <p><b>b) Imbalance in Tender Rates</b></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>

## **T2 RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **A. Documentation to demonstrate eligibility to have tenders evaluated**

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

**Failure to provide these documents (A and B) shall result in the tenderer's tender not being evaluated.**

#### **B. Returnable schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. Record of Addenda to Tender Documents
2. Proposed amendments and qualifications
3. Compulsory declaration
4. Declaration on consultancy, good and other services or a combination thereof offered to an organ of state and/ or municipality
5. Referencing Schedule: Broad Based Black Economic Empowerment Status
6. Evaluation schedule 1: Experience of the tenderer
7. Evaluation Schedule 2: Experience of the key person
8. Evaluation Schedule 3: Approach paper

#### **C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.**

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

#### **D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award**

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

## 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

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

#### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

#### Section 3: SARS Information

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

#### Section 4: Central Supplier Database Registration Number

<b>Central Supplier Database Registration number</b> <i>(if applicable)</i>	
--	--

#### 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 letterhead
- 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 the principal	Identity number	Personal tax reference number

Attach a 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 Finance Management Act of 1999 (Act No. 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 an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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 the last

			<b>12 months</b>

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

#### **Section 7: Record of a family member in the service of the state**

**Family member:** a person's spouse, whether in a marriage or a customary union according to indigenous law, a 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 a family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within the 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 entities 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 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](http://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 nor 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 more than 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 the 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 following 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 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 particulars of the annual statement 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 amounts of money 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 Service Provider, Goods and Other Services or a Combination Thereof Offered to an Organ of State and/or Municipality**

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

- a) Service Provider 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**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for service provider services:**

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

Name of an organ of state	Estimated number of contracts	Nature of service, e.g., surveying	Service similar to the 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) the 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 an 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 knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

*Enterprise name*



## 5. Prefencing Schedule: Broad-Based Black Economic Empowerment Status (B-BBEE 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 the public entity must consider and, as far as is reasonably possible, apply any **relevant code of good practise** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

Several 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 following the applicable code.

### 1 Condition associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of its B-BBEE Status following 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 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

### 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 knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he/she is duly authorized 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 about 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 POINTS]

### Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done on infrastructure that is directly linked to Labour Intensive Construction (LIC). Tenderers shall submit reference letters from the employer for projects successfully completed. Each reference letter shall indicate the name(s) and contact details of the client and contact person(s). The projects' implementation dates shall be within the 15-year period prior to the date of tender advert.

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

1. Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects (R1 million to R2 million). One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 2 projects | = | 0 points |
| b) 2 projects           | = | 2 points |
| c) 3 projects           | = | 3 points |
| d) 4 projects           | = | 4 points |
| e) 5 or more projects   | = | 5 points |

2. Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects. (above R2 million). One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 2 projects | = | 0 points |
| b) 2 projects           | = | 2 points |
| a) 3 projects           | = | 3 points |
| b) 4 projects           | = | 4 points |
| c) 5 or more projects   | = | 5 points |

3. Letter of completion or reference letter for completed: Design, Implementation and Management of an NQF-approved LIC Training Programme or Training Services Provided. One letter per Programme or group of Training Services completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects           | = | 3 points |
| c) 4 projects           | = | 4 points |
| d) 5 or more projects   | = | 5 points |

4. Letter of completion or reference letter for completed: Design and Management of a LIC Capacity Building Programme, including community liaison work, construction training, or LIC-related Professional Services. One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects           | = | 3 points |
| c) 4 projects           | = | 4 points |
| d) 5 or more projects   | = | 5 points |

**Tenderers shall 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 [70 POINTS]

All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 22.1 of the NEC3 PSC.

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

CV's shall supply reference details for the highest value projects successfully completed, with the name(s) and contact details of the client organisation and contact person(s).

CVs of all key personnel, preferably, in no more than **3 pages**.

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

**The scoring of the personnel will be as below:** **70 points**

(Contract Manager = **20**, ETQA LIC Trainer = **20**, Professional Civil Engineers = **20**, ICT Professional = **10**)

### A. Contract Manager – 1 [Total 20 points]

- Registered Engineer (Pr.Eng / Pr.Tech Eng. registration with ECSA) **or** Professional Construction Manager (PrCPM) or Project Management Professional (PMP).
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 10 years after qualifications

#### 1. Qualifications **10 points**

- a) National Diploma & Advanced Certificates (NQF 6) = 6 points
- b) Degree (NQF 7) = 8 points
- c) Honours or Masters Degree (NQF 8 or 9) = 10 points

#### 2. Years of work experience (after graduation) **5 points**

- a) 10 to below 15 years = 2 points
- b) 15 to below 20 years = 4 points
- c) 20 to below 25 years = 4 points
- d) 25 years and above = 5 points

#### 3. Highest value (Project Contract Value) of a completed single project that is related to infrastructure and executed as an LIC project, or an LIC Training Programme or LIC Capacity Building Project, as Project Team Manager / Leader **5 points**

- a) Below R500 000 = 1 point
- b) R 500K to below R 1 Million = 2 points
- c) R 1 Million to below R 3 Million = 3 points
- d) R 3 Million and above = 5 points

**B. CETA - ETQA LIC Trainers – 1 [Total 30 points]**

**The CETA – ETQA Trainer with the following expertise are required:**

- Relevant degree in any field and preferably specialised expertise in training or LIC
- Minimum Qualification Degree (NQF 6) preferably in field related to training or LIC
- Minimum experience 5 years after qualifications

**Scoring:** The LIC Trainer will be scored on full points of 30 as detailed hereunder.

1. Qualifications (any field) **8 points**
  - a) National Diploma & Advanced Certificates (NQF 6) = 3 point
  - b) Degree (NQF 7) = 4 points
  - c) Honours or Masters Degree (NQF 9) = 8 points
2. Professional Accreditation as training facilitator with relevant CETA – ETQA Accreditation **8 points**
  - a) CETA – ETQA Accreditation = 8 points
3. Years of work experience (after graduation) **7 points**
  - a) 5 to below 8 years = 3 points
  - b) 8 to below 10 years = 4 points
  - c) 10 years and above = 7 points
4. Highest value (Project Contract Value) of a single completed project that is related to infrastructure and LIC, as trainer or project manager **7 points**
  - a) Below R200 000 = 2 point
  - b) R 200K to below R 500 000 = 3 points
  - c) R 500 000 to below R 1.5 Million = 4 points
  - d) R 1.5 Million and above = 7 points

**D. Professional Civil Engineers – 2 [Total 20 points]**

**The support engineer with the following expertise is required:**

- Civil Engineer (registered with ECSA as PrEng or PrTech Eng)
- Civil Engineer with accredited LIC training and LIC work experience
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 7 years after qualifications

**Scoring:** The engineer will be scored on full points of 20 as detailed hereunder. The average for 2 persons will be used for scoring.

1. Qualifications **9 points**
  - a) National Diploma & Advanced Certificates (NQF 6) = 6 point
  - b) Degree in Civil Engineering (NQF 7) = 8 points
  - c) Honours or Masters Degree (NQF 8 or 9) = 9 points

2. LIC Accredited Training Course Certification (competence) (NQF 5 / 7) **6 points**

- |                                   |   |          |
|-----------------------------------|---|----------|
| a) LIC Training Certificate NQF 5 | = | 5 points |
| b) LIC Training Certificate NQF 7 | = | 6 points |

3. Years of work experience (after graduation) **5 points**

- |                         |   |          |
|-------------------------|---|----------|
| e) 7 to below 10 years  | = | 2 points |
| f) 10 to below 13 years | = | 3 points |
| g) 13 to below 15 years | = | 4 points |
| h) 15 years and above   | = | 5 points |

## 8. Evaluation Schedule 3: Approach paper

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

As the contents of a proposal give a clear first-hand 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). File separators or section dividers must be used for each of the chapters and annexures **not more than 30 pages (but not less than 10 pages) using font Arial regular 11 points having margins at each side no less than 2,54 cm and line spacing no less than 1,15.**

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.

**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 C 3.1 Scope of work', detailing at least the following:

1. Methodology to be adopted;
2. Project implementation schedule (Activity, task and sub-tasks to achieve the deliverables);
3. A schedule detailing their activity and task inputs, period and organogram(s) for the proposed project team and their responsibilities;
4. Identified project implementation Risks and Risk Management proposals;
5. Quality control mechanisms to be adopted for project deliverables;
6. Stakeholder identification, management and reporting mechanisms to be followed.

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

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
<b>Approach Paper</b>		<b><u>10 points</u></b>
Methodology to be adopted	Adequate illustration of Program Knowledge, informative appropriateness of proposed approach (3 points) and presentation (1 point)	4 points
Project implementation schedule (Listed Activity in the section C3: Scope of Work)	Appropriateness and adequate illustration of identified tasks, deliverables (2 point), defining milestones and timeliness (1 point)	3 points
Project implementation Risks and Risk Management proposal	Adequate illustration of understanding of program risks and appropriateness of mitigation options (1 point)	1 point
Quality control mechanism be adopted	Adequacy of process and appropriateness of proposed template (1 point)	1 points
Stakeholder identification and management and reporting	Adequate illustration and appropriateness of stakeholders identifications and proposed management process and appropriateness of reporting system (1 point)	1 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 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.

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

*Enterprise name*

-----



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

## The Contract

---

**Based on**

**NEC 3 (April 2013): Professional Services Contract (PSC)**  
**Option A: Priced contract with activity schedule**

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **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 following the conditions of contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES** calculated following 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 another 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:**

.....

Name &  
signature  
of the  
witness

*(Insert name and address of  
organisation)*

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 Service Provider the amount due following 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

and drawings and 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 following 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 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 Employer Municipal Infrastructure Support Agent

## Schedule of Deviations

1 Subject .....

Details .....

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.....

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2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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5 Subject .....

Details .....

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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

### Cooperative Governance & Traditional Affairs

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **C1.2 CONTRACT DATA**

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

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

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#### **Part one - Data provided by the *Employer***

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#### **1 General**

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The *conditions of the contract* are the core clauses and the clauses for main Options

**A: Priced contract with activity schedule**

Dispute resolution Option

**W1: Dispute resolution procedure**

And secondary Option

**X2: Changes in Law**

**X10: Employer's Agent**

**Z: Additional conditions of contract**

of the NEC 3

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10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
11.2(7)	<i>The Scope</i> is as given in section C3: Scope of works
12.2	<i>The law of the contract</i> is the law of the Republic of South Africa
13.1	<i>The language of this contract</i> is English
13.3	<i>The period of reply</i> is 2 weeks

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<b>2</b>	<b>The Parties' main responsibility</b>
22.1	If the <i>Service Provider</i> subcontracts work, it should not be more than 25% of the total value of the contract. Please also refer to 4.13.4
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is 14 <b>days after the date of issuance (exclusive) of the award letter</b> unless otherwise agreed by the Parties.
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is <b>12 calendar months after the start date</b> .
31.1	The <i>Service Provider</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.
<b>5</b>	<b>Payment</b>
50.1	The <i>assessment interval</i> is monthly on or before the <b>20<sup>th</sup></b> day of each successive month.
50.3	The <i>expenses</i> stated by the <i>Employer</i> are according to the agreed prices at award and/ or agreed by the parties at a later stage for any reason(s).
51.1	The period within which the payments are made is <b>thirty</b> days from the date of receipt (exclusive) of the invoice.
51.2	The <i>currency of this contract</i> is the South African Rand. The <i>interest rate</i> is the Prime lending rate of the <i>Employer's Bank</i> .
<b>6</b>	<b>Compensation events</b>
	As per standard NEC3 clause 60.1.
<b>7</b>	<b>Rights to material</b>
	No data required for this section of the <i>conditions of the contract</i> .



80	Indemnity, insurance and liabilities														
80.1	The amounts of insurance and the periods for which the <i>Service Provider</i> maintains insurance are as follows:														
	<table><tr><th>Event</th><th>Cover</th><th>The period following Completion of the whole of the works or earlier termination</th></tr><tr><td>Risk of design deficiency and or errors for which events Professional Indemnity would cover.</td><td>R 1 million in respect of each claim, without limit to the number of claims</td><td>Until the end of the <i>defects date</i>.</td></tr><tr><td>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</td><td>That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also</td><td>Until the end of the <i>completion date</i>.</td></tr><tr><td>All risk contract works</td><td>Amount of cover to match contract value</td><td></td></tr></table>	Event	Cover	The period following Completion of the whole of the works or earlier termination	Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Until the end of the <i>defects date</i> .	Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also	Until the end of the <i>completion date</i> .	All risk contract works	Amount of cover to match contract value			
Event	Cover	The period following Completion of the whole of the works or earlier termination													
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Until the end of the <i>defects date</i> .													
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also	Until the end of the <i>completion date</i> .													
All risk contract works	Amount of cover to match contract value														
81.1	The <i>Employer</i> provides no insurance cover.														
81.2	The <i>Contractor</i> provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.														
9	Termination and dispute resolution														
10	Data for the main Option clause														
A	Priced contract with activity schedule														
	No data required for this section of the <i>conditions of the contract</i> .														
11	Data for Option W1														
W1.1	The <i>Adjudicator</i> 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ),														
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).														
W1.4((2)	The <i>tribunal</i> is a reference to a South African Court of Law														
12	Data for secondary Option clause(s)														
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	Employer's Agent														

X10.1	<p>The <i>Employer's Agent</i> is Chief Executive Officer (Or Designated MISA Official) Mr Ntandazo Vimba Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300</p>
Z	<p><b>Additional conditions of contract</b></p> <p>The <i>additional conditions of the contract</i> are</p>
Z1	<p><b>Tax invoices</b></p> <p><b>The Service Provider's invoice.</b></p> <p>Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: The <i>Employer</i> makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Service Provider'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><b>Selection and appointment of the Adjudicator</b></p> <p>Add the following paragraph to clause W.1.2(1) 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.</p>
Z3	<p><b>Acts or omissions by mandatories</b></p> <p>In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Service Provider</i> and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Service Provider</i> contemplated in section 37(2).</p>
Z4	<p><b>Expenses</b></p> <p>If the Parties agree, estimates of <i>expenses</i> may be included in the lump sum prices in the Task Schedule, which are assessed as compensation events.</p>

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## Part two - Data provided by the Service Provider

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10.1                      *The Contractor / Consultant is*

Name: \_\_\_\_\_

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Physical Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

---

22.2

The *Service Provider'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: \_\_\_\_\_

Role of key person	Name of key person
Contract Manager	
ETQA LIC Trainer 1	
Professional Civil Engineer 1	
ICT Professional	

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **C2 PRICING DATA**

#### **C2.1 PRICING ASSUMPTIONS**

##### **PREAMBLE 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. Subsistence and Travel (S&T) costs will be paid as reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel.
5. 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.
6. 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.
7. 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.

8. 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.**

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).

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **C2.2 PRICING LIST**

1. Costs incurred by the *Tenderer* 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.
5. The prices should be fixed for the contract period.

#### **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 *Tenderer* 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 *Tenderer* 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 *Tenderer* 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.

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	PROJECT INITIATION & INCEPTION	Number	1		
DELIVERABLE 2	PROGRAMME PREPARATION & PLANNING	Number	1		
DELIVERABLE 3	TRAINING FOR LIC ( <u>PLAN FOR A TOTAL OF 25</u> )	Number	1		
DELIVERABLE 4	IMPLEMENTATION OF LIC PROJECTS & CONTROL	Number	1		
DELIVERABLE 5	CLOSEOUT & HANDOVER	Number	1		
DELIVERABLE 6	REQUIRED PROGRAMME REPORTING – ALL STAGES	Number	1		
DELIVERABLE 7	PILOT ROAD MAINTENANCE PROGRAMME USING RUBBLE MASONRY / STONE/ DOLEMITE TECHNIQUE	SUM		R2Million Rands	
	Sub-Total (Cost of Deliverables)				
REIMBURSABLE	Subsistence and Travel (payable based on actual Cost)	Lump-sum	1		
	Sub-Total (Cost of Reimbursable)				
	TOTAL				
	VAT 15%				
	Grand Total (inclusive of VAT 15%)				

TOTAL QUOTED PRICE (in words)

Rand \_\_\_\_\_

\_\_\_\_\_ THIS PRICE SHALL BE CARRIED TO THE FORM OF OFFER

Signature		Date:	
Name			
Capacity			
<b>For the tenderer:</b>			
Name & signature of the witness	<i>(Insert name and address of organisation)</i>	Date	



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

### **Cooperative Governance & Traditional Affairs**

**Reference : MISA/DNDZM/LIC/KZN/037/2021/22**

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY IN THE KWAZULU-NATAL PROVINCE.**

### **C3 SCOPE OF WORK**

#### **C3.1 BACKGROUND, INTRODUCTION AND PURPOSE**

Due to the COVID-19 pandemic and related lockdown of economic activities since late March 2020, the President of South Africa announced an economic recovery stimulus package on the 21<sup>st</sup> April 2020, to stimulate the economy and counteract job losses, including the creation of work opportunities in the municipal infrastructure sector, for the short, medium and long term.

An amount was approved for the Department of Cooperative Governance (DCOG) to build capacity for the implementation of Labour Intensive Construction (LIC) methods and related support to municipal infrastructure projects.

The capacity building and support will be done and managed through this appointment, while the municipal project construction works will be funded by the particular municipalities from their grant funding allocation and own funds – therefore the appointment of any service provider for the physical execution of the municipal infrastructure projects, will be done by the municipalities.

The purpose of this tender is to procure a programme management consultant organisation, to design and manage the activities and other role player organisations in this capacity building and support programme, including the selected municipalities, their consultants and contractors.

The work includes the creation and sharing of good practices and improvements of LIC on all levels of the programme, with the ultimate goal to increase the labour intensity on each municipal project. This programme must build capacity for LIC implementation in the local government sphere and prepare municipalities to mainstream LIC capacity for projects, on policy level.

This programme and appointed programme management consultant will work initially with a planned fifteen (15) pilot municipalities, but ultimately aims to:

1. include all local and district municipalities that receive grant funding for capital infrastructure projects, or grants for the creation of infrastructure-related work opportunities, i.e. in all forty-four (44) districts of SA
2. prepare all role players in the municipal infrastructure environment – to mainstream the LIC improvements throughout the relevant organisational policy and implementation frameworks ensuring continuation of LIC approach at all – including Metro Municipalities
3. work across the whole of South Africa
4. continue this programme for a few year period, e.g. three (3) years, i.e. 36 months

5. hand over the completed work to the relevant stakeholders / role players, to continue utilising the established capacity, and related activities for further sustaining capacity building and creation of work opportunities after the end of termination of this programme appointment.
6. relate the work to, and cooperate with; a similar appointment, of a research institution team – responsible with the capturing of good practices, methods, policies, activities and research, to develop and upgrade existing and create new improved LIC policy, guidelines, methods and practices in South Africa.

The work of this programme will include the following:

1. assist municipalities and all relevant stakeholders and role players to improve labour-intensity in the implementation of municipal infrastructure projects
2. work will relate to both capacity building, and management assistance for practical implementation of construction projects
3. selected projects must be related to roads (and related storm water), water and sanitation
4. the projects may include both capital or operational work, both new infrastructure creation or work related to maintenance, refurbishment, upgrading or replacement of existing infrastructure
5. the projects must be executed within the context of utilising the existing municipal conditional grants allocated to municipalities as implementing agents for these projects, e.g. mostly from the municipal infrastructure grant (MIG), for which it is a condition that Municipalities must apply 20% of the annual MIG allocation to each Municipality, exclusively for LIC projects.
6. prepare and establish the LIC methods as a mainstreamed choice and competence of the municipalities' use of the MIG funding in the industry of municipal infrastructure construction. establish the standardisation of LIC method and focus in municipal policy, to enable LIC in other grant funding programmes, e.g. INEP, WSIG, etc

The stakeholders and role players in the municipal infrastructure work environment for whom capacity must be developed and who may be involved in the practical implementation of projects, include the following groups:

1. Those in a governance / managerial position:
  - Municipalities – including Council, the municipal manager and directors, and key relevant personnel tasked with engineering or project management of infrastructure work
  - MISA – relevant personnel (training will be done by others)
  - Provincial Governments – relevant personnel working with infrastructure grant management or municipal infrastructure
  - National Departments of Cooperative Governance, Public Works, Water Affairs and others – relevant personnel to be confirmed
2. Those responsible for the execution of capacity building work, together with the programme management consultant (this appointment):
  - The appointed programme management consultant (procured by this tender)
  - Any sub-consultant (if any, nominated or not) to assist with the capacity building and support programme. This includes the MISA-framework consultants already appointed by MISA in each district across SA, for the supply of professional engineering services related to roads, water and sanitation. Other sub-consultants may include professional

service providers (PSP's) for the LIC training, for social community facilitation services, or ICT specialists for the upgrading of the national EPWP and LIC reporting system.

3. Those responsible for doing the engineering and construction work on site at municipalities:

- PSP's appointed by the municipalities for the infrastructure projects, including;
- professional design engineers or consultants, site supervisors or;
- construction management consultants, contractors or;
- groups of labourers or individuals selected / appointed from the communities through accepted municipal methods

4. The communities and beneficiaries:

- Community members benefitting from the project and,
- Communities from where labourers are selected for the physical work on site.

Labour intensity is the ratio of rand-value of labour opportunities made available on each project compared to the total project rand value.

The higher the labour intensity, (i.e. the higher this ratio of work by hand, instead of machines) – the higher would be the number of labour opportunities created per project, and the more efficient the utilisation of funding would be for the creation of labour opportunities on infrastructure projects.

The main characteristic of LIC is that labourers work and are paid for completing a defined piece of day-work, instead of being paid per time-period, e.g. day or week.

The Municipal Infrastructure Support Agent (MISA) has the mandate to build and improve capacity in municipalities for infrastructure development and improvement of technical service delivery.

MISA was appointed by DCOG to work with key stakeholders to devise mechanisms for a programmatic and structured approach, including intervention activities through which to improve the ability of municipalities and their local government stakeholders – to implement optimised labour-intensive construction (LIC).

Problem Statement:

The current implementation of grant funding for the creation of municipal infrastructure, especially the MIG is aiming at eradicating service delivery backlogs – include the objective of creating local unskilled labour opportunities on each project in the grant conditions. However, the numbers of such opportunities created across the country, is not enough, the labour intensity is not optimised and it can be increased dramatically in order to create work opportunities for a stronger economy, now and in the future.

Although labour-based construction is implemented – mainly on portions of projects – very few true labour-intensive construction (LIC) projects are implemented, with the result that the labour intensity and several possible labour opportunities are not optimally utilised. This is a result of the fact that national LIC policy is not fully implemented, but also due to lack of capacity throughout the construction industry, e.g. at the municipal clients, consulting engineers and construction contractor firms.

The labour opportunities created through recent and existing projects are also not reported, or not reported adequately, which creates a current perceived and/or real under-performance and lack of data and information.

There is a need to implement good practices for LIC and also to capture and document additional good practices for the improvement of LIC implementation across the country.

Objective and Purpose of this Tender:

MISA's objective with this LIC capacity programme, is to update and enhance the guidelines, frameworks, structures (if required) and industry-wide understanding of LIC, with the result to build capacity for LIC in the local government sphere and at municipalities for municipal infrastructure projects, especially those utilising MIG funding.

The management consultant will be supported by MISA in the rollout of LIC Guidelines for infrastructure planning, funding, execution, operations and maintenance. Reference must be made to existing guidelines of EPWP and ensure all updated documentation to be used in the municipal environment.

The aim is to establish planning, designing and implementation of more infrastructure projects incorporating optimal use of labour-intensive techniques.

The improved guidelines on labour-intensive construction (LIC) and / or the Expanded Public Works Programme (EPWP) must provide a means to regulate the utilisation of LIC techniques on all grant-funded infrastructure projects in municipalities to significantly contribute towards creation of work opportunities in municipal construction projects.

The existing data capturing and reporting systems on labour-based and labour-intensive infrastructure components of projects must be improved and managed effectively on a monthly basis, e.g. with data and information at least 95% accurate and complete.

The appointment by this tender would be for one (1) year (12 months) only, with the option to extend it.

The purpose of an LIC Capacity Building Programme is ideally to extend over three (3) years (36 months), to improve and optimise labour-intensity on municipal projects at municipalities in all of the 44 districts of South Africa.

A summary of outputs and outcomes are as follows:

Table of Outputs and Outcomes:

Outputs (Deliverables)	Outcomes (Impact)
Obtain information and update knowledge and do research where required – for the compilation and enhancement of the body of knowledge related to the creation of labour-intensive work opportunities.	Update and enhance the best practices, norms and standards, as well as all required activities – for labour-intensive implementation of projects in the municipal and local government sphere.
Delivered practical LIC training or refresher courses to municipal officials and other persons working in the field of municipal support and execution of grant-funded projects in the local government sphere, to share knowledge and prepare individuals for the implementation and execution of high labour intensity projects	Increase the level of understanding and competence of all relevant municipal staff, individuals of appointed professional service providers including consultants and contractors – to effectively implement the required knowledge of labour-intensive work on various projects in the local government sphere and at municipalities.
Improve the current reporting activities at all local government institutions receiving grant funding which includes the requirements of creating work opportunities, including augmentation of the staff component and capacity required to do the reporting, e.g. through facilitating the appointment of additional data capturers.	Increase capacity at municipalities and their appointed professional service providers (PSP's) for the reporting of work opportunities created on capital infrastructure projects and other grant-funded projects, to ensure effective, efficient and economic reporting.

Report all labour opportunities completely and accurately and improve the reporting procedures, framework and system so that reporting is effective, quicker, accurate, easier, and linked to the procedures of other grant funding and conditions, in addition to the EPWP grant framework.	<p>Create a clean set of data of work opportunities created in the past, with complete and accurate actual data and information as new report.</p> <p>The new report and reporting framework and procedures must be in line with the grant requirements.</p>
Update and enhance the regulatory framework for the creation of work opportunities of grant funding programmes which include the conditions related to work opportunities.	Create and improve a well-structured system of regulations, guidelines and enforcement for the effective creation of LIC projects and related work opportunities, to high practical labour intensity according to practical and tested norms and standards for LIC work.
Facilitate the design and implementation of labour-intensive projects for the creation of a maximum number of additional work opportunities on projects, including the assistance to municipalities to identify and develop projects into LI projects, assisting pilot projects in each Province of South Africa, ensuring that all best practices are followed, and assist with the completion of the projects while analysing the challenges, the norms, standards and possible recommendations to enhance LI projects	Ensure that all updated body of knowledge of LI including norms standards and best practices are tested on implemented projects during a process of skills and knowledge transfer and capacity building at selected municipalities.

### C3.2 GENERAL REQUIREMENTS OF THE TENDERER

In order to do the LIC development work, the services of a consultant is required, who do have SAQA-accredited labour intensive training, appropriate LIC experience, who may be a service provider as well, and able to have the abilities to fulfil the requirements of a management consultant. The management consultant may appoint sub-consultants, especially to enhance geographical representation in municipal areas across the country. The management consultant must be able to fulfil all work required to facilitate, support and manage the programme.

The management consultant would have to have experience and expertise related to the following:

- Able to illustrate strong project and programme management abilities
- Knowledge of the municipal infrastructure sector
- Engineering and construction work experience – related to all municipal services
- LIC Training or received training already
- LIC project implementation experience
- Administrative and management responsibilities – including communication and reporting
- Development and detail design of projects including LIC projects
- Executing and supervising of projects throughout all lifecycle steps
- Use of Value Engineering in service delivery (systematic approach to deliver services at the reasonable cost)
- Rubble Masonry/Stone (dolerite) road construction techniques

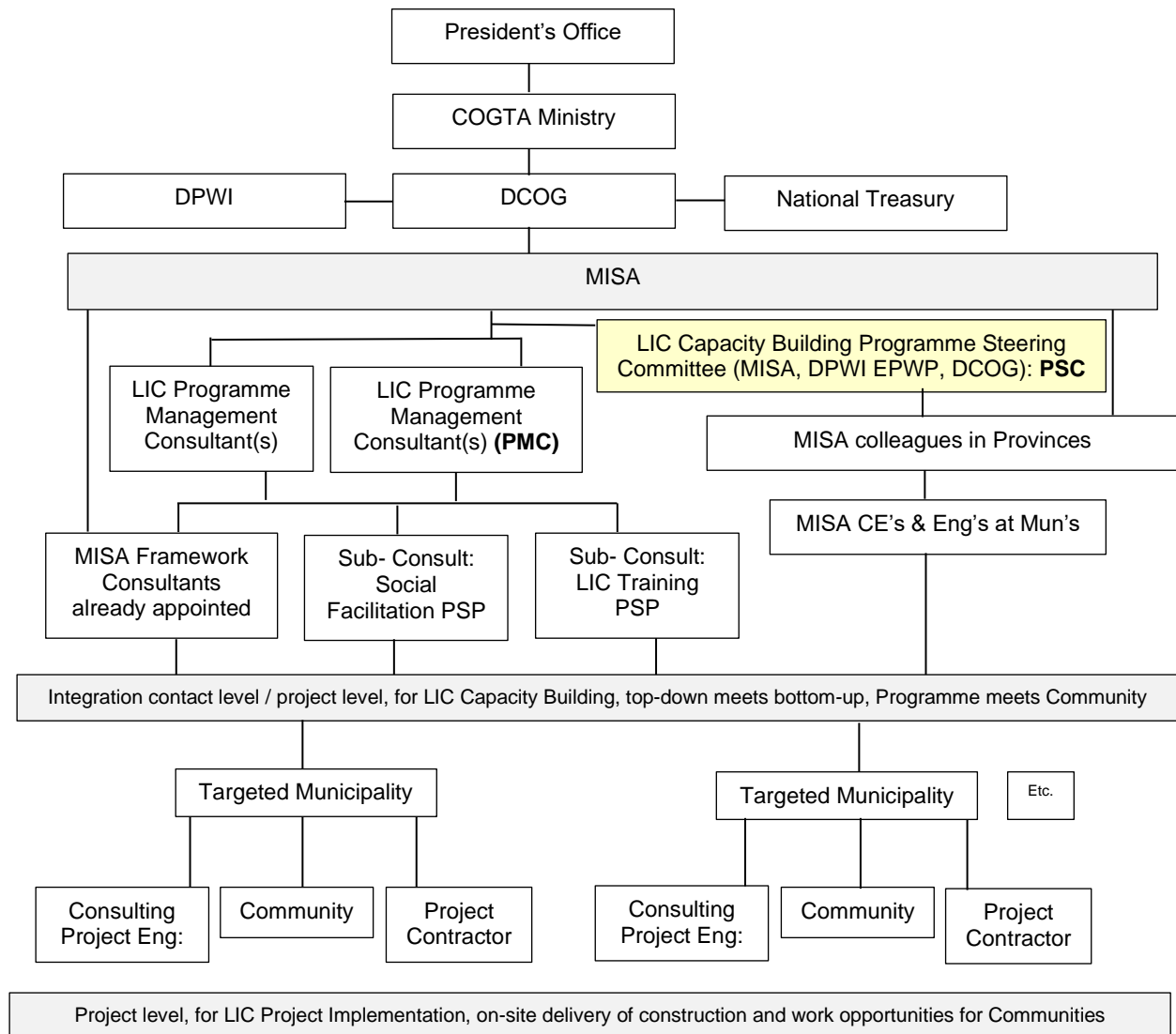
Each tenderer must be able to provide an Activity-Cost-Time Schedule including the following information for each planned process and task:

- Method statement
- Resource allocation
- Duration of tasks / processes
- Duration and cost of each resource
- Cost summary per task and per municipality
- Planned cash flow

### C3.3 PROPOSED PROGRAMME STRUCTURE

The following schematic drawing illustrate a proposed programme management structure showing the lines of communication and reporting.

#### Proposed Programme Structure:



#### Notes applicable to the above Structure:

1. The structure is an indicative layout only and the real work structure may be different as long as the required work deliverables are achieved.
2. The MISA client stakeholders include the:
  - National Departments of DCOG, DPWI and NT
  - Provincial Departments involved with municipal infrastructure, e.g. Provincial Departments of Local Government / Cooperative Governance, Public Works and other line Departments, e.g. Water Affairs, Transport, etc.
  - All the municipalities (local and district) that are doing municipal infrastructure project, whether they are currently assisted by MISA's services (i.e. "clients" of MISA) for capacity building, or not. Initially, it would only be the MISA-assisted pilot



municipalities, i.e. fifteen (15) of the municipalities with capacity challenges. The chosen fifteen would have medium capacity and ability to respond to this LIC Capacity Programme

- The communities in the municipalities who are the ultimate beneficiaries of this programme. Initially, and for this whole Programme, only certain communities would be beneficiaries.
3. The LIC Capacity Building Programme, Management Steering Committee, i.e. the Programme Steering Committee (**PSC**), will be responsible for the overall Programme Management of this LIC Programme and management of the Programme Management Consultant. All reporting will be presented to and shared with the PSC.
  4. The same PST will also be responsible to manage a related Programme, i.e. for the **Study and Documentation of all LIC Practices and Improvements and Updating of SA Guidelines, for which a Research Institution would be appointed.**

The Programme Management Consultant (**PMC**) and **Research Institution** will work closely together as part of the responsible tasks of both – to obtain, test, analyse and share data, information, improvements and good practices for the research components of LIC capacity building.

5. The above structure illustrates two (2) Programme Management Consultants (PMC's) – however, it is a schematic layout and it provides for the flexibility of MISA to possibly appoint more than one PMC if required, depending on the details from the tenders received and proposed geographical representation, etc.
6. Tenderers must indicate and confirm their ability to work in each Province and must indicate any areas included in their tenders.
7. The Programme Management Consultant (PMC) may create a joint venture or appoint sub-consultants (nominated by the client or not) to ensure geographic representation across SA and / or to enhance the functional expertise, for the:
  - LIC and / or construction training services
  - social facilitation and / or community liaison services
  - professional services required for the upgrading of the EPWP and LIC reporting system – including database designers and IT programming specialists
  - professional engineering services to assist the Municipal Consultants with the management of LIC aspects of the design and documentation of project work
  - professional engineering services to assist the Municipal Contractors with the management of LIC aspects of the project(s) construction, LIC site supervision and the planning and implementation of piece work and other construction on site.
  - other consulting services

Appointment of any sub-consultant requires due processes of MISA, MISA's approval, consent and confirmation prior to appointment.

It would be necessary to include relevant individuals in the assessment to verify their capacity and training requirements for this Programme – as required by the client, and advised by the Programme Management Consultant.

8. MISA have Professional Consulting Engineering companies appointed on framework contracts, covering all the districts across the country. These consultants are appointed for professional consulting services of either one or both:
  - Water & Sanitation
  - Roads (and storm water)



The MISA Framework Consultants (**FC's**) are appointed to represent all districts and therefore all local municipal areas.

The FC's may be utilised on the Programme to extend the services of the PMC, e.g.:

- ensure local geographical representation across SA
- do on-site LIC and / or construction capacity building work, e.g. training or community facilitation (or only facilitating it), assisting the consultant or contractor, or assisting the municipal staff

In order to utilise FC's appointments – it would be necessary to include relevant individuals in the assessment to verify their capacity and training requirements for this Programme – as required by the client, and advised by the Programme Management Consultant.

For the Framework Consultants selected for this Programme – relevant capacity building will be included in the Programme to ensure that all service providers (sub-consultants) would be able to render their professional services to an acceptable required level of expertise.

The client will assist in providing names and contact details of the FC's, who could be regarded as nominated sub-consultants of this Programme, although they are already appointed by MISA for professional engineering services.

9. On the Integration Contact level with the municipalities – certain Provincial Department and other organisations would be involved, depending on the selection of the projects, e.g. for a sport infrastructure project, the relevant sport departments would be involved.

The relevant individuals of the municipalities and other organisations, should be regarded as stakeholders or responsible role players of this Programme. The client will assist in providing names and contact details where required.

It would be necessary to include relevant individuals in an assessment to verify their capacity for this Programme and will be included in the LIC capacity building activities, e.g. LIC training, to ensure that all would be able to understand and ensure work to an acceptable required level of expertise for this LIC Programme.

10. On the infrastructure project level, the municipalities utilise their own funds and grant funding to implement the municipal infrastructure projects. As per the MIG grant conditions, selected projects have to adhere to the grant requirements for approval, prior to implementation. The application of LIC methods is one of the latest MIG conditions to ensure that a certain percentage of the annual MIG funding (currently it is 20%) is applied towards LIC implementation.

The municipalities would appoint their own professional service providers (PSP's) for the projects in line with municipal supply chain procedures, i.e.:

- Professional engineering consultants for the technical design and documentation in line with LIC and related other professional services.
- Construction Contractors, using relevant documentation in line with LIC methods.

Construction Contractors may include the following:

- Local emerging contractors or established construction companies
- Local emerging contractors appointed on a framework contract for a period of time or certain construction works
- Groups of local labourers, i.e. as labour-only contracts, with the municipalities responsible to do construction management internally or by appointment of a site-management contractor.

On the project level, the relevant individuals of the municipal PSP's must be included in an assessment to verify their capacity for this Programme as required. The PSP's will be included in the LIC capacity building activities, e.g. LIC training, to ensure that all PSP's would be able to produce their services on the projects, to an acceptable required level of expertise for this LIC Programme.

11. Where possible, subject to funding availability, MISA will explore value engineering mechanism, and pilot use of locally available (e.g. dolerite) materials in road construction or Rubble Masonry/Stone road construction technique.

12. The communities and unskilled labour is the ultimate client and beneficiary of this programme. Capacity building is required on the project level, to create a sustainable environment for LIC, where projects can be done to LIC methods now, and in the future.

The PMC must assist municipalities in developing the best local methods to select labourers for project. The labour component of the LIC project must be included in a simple assessment to verify their capacity for this Programme as required. The labourers will receive the required LIC and on-site construction training as required.

### C3.4 STAKEHOLDERS & MANAGEMENT

The following stakeholders have been identified as critical to the successful implementation of the programme

#### List of Stakeholders

Stakeholder	Roles and Responsibilities
<b>COGTA</b>	Monitor LIC performance and roll-out by MISA Work hand in hand with MISA to ensure alignment of the MIG framework to LIC work components.
<b>MISA</b>	Oversee the LIC programme rollout and provide technical support to the municipalities.
<b>LOCAL, DISTRICT &amp; METRO MUNICIPALITIES:</b>	Assist DCOG and MISA by supporting project designs (were appropriate) for projects to be implement with a bias to LIC. Lead the social facilitation process and the labour register. Project implementers of LIC projects
<b>DPWI</b>	Support DCOG and MISA with technical expertise in the LIC roll-out taking lessons from Expanded Works Programme
<b>SALGA</b>	Support the roll out of the programme across the local, district and the metro municipalities. Represent, promote and protect the interests of local governments and to raise the profile of local government, amongst other objectives.
<b>OTHER PARTICIPATING SECTOR DEPARTMENTS OF THE MIG PROGRAMME</b>	Support and give guidelines on the LIC standards in line with sector specific standards (DWS, Transport, Environment, Sport)
<b>PROVINCIAL COGTA's</b>	Support the program through monitoring and support municipalities with the roll-out of the LIC

Stakeholder	Roles and Responsibilities
<b>NATIONAL TREASURY</b>	Support with compliance to applicable legislations e.g. MFMA, SCM regulations
<b>CIDB</b>	Support the use of LIC and issue standards and thresholds for contractors

The appointment of the management consultant will be with MISA, although reporting is communicated to the stakeholder with the following management responsibilities:

#### Stakeholder Management Responsibility

Stakeholder/P articipant	Role	RACI classification
Programme Owner: COGTA	<ul style="list-style-type: none"> <li>• Provide overall programme guidance.</li> <li>• Budget control</li> <li>• Review/approve some programme elements and reports.</li> <li>• Reports progress at certain strategic platforms as required (performance of the programme to Portfolio Committee, MINMEC, etc.)</li> <li>• Stakeholder management</li> </ul>	Accountable.
Implementing Agent: MISA	<ul style="list-style-type: none"> <li>• Provides programme direction (service providers, affected stakeholders, beneficiaries, etc.).</li> <li>• Compilation of programme execution plan and all associated sub plans,</li> <li>• Review and approve LI designs, standards and programme implementation and management plan,</li> <li>• Compilation of pre-feasibility report,</li> <li>• Support in the development of the communication plan</li> <li>• Arrange for classification report to be done</li> <li>• Direct/lead team members towards programme objectives.</li> <li>• Approval of schedule and budget before approaching the relevant affected parties.</li> <li>• Monitor and direct programme progress in accordance to the programme plan/schedule.</li> <li>• Programme stakeholder management</li> <li>• Approve payments and cost management</li> </ul>	Responsible
SALGA	<ul style="list-style-type: none"> <li>• Participate in the following structures: <ul style="list-style-type: none"> <li>- CoGTA MINMEC;</li> <li>- COGTA Technical MINMEC;</li> <li>- CoGTA Top Management; and</li> <li>- Programme Steering Committee</li> </ul> </li> </ul>	Consulted
Department of Public Works & Infrastructure (EPWP unit)	<ul style="list-style-type: none"> <li>• Provide existing tools and guidance on the EPWP principles;</li> <li>• Participate in the Programme Steering Committee</li> </ul>	Consulted
Asset Owners: Municipalities	<ul style="list-style-type: none"> <li>• Provide enabling environment for the programme planning and implementation (i.e. land, project identification, identification of beneficiaries - labour to be employed in the projects, community liaison);</li> </ul>	Consulted
Service Drivers / Sector Depts. (including Provincial COGTA's)	<ul style="list-style-type: none"> <li>• Provide legislative guidance, service authority and overall oversight</li> </ul>	Consulted
Service Providers:	<ul style="list-style-type: none"> <li>• Supply training material, provide best practices to project personnel and provide on-the-job-training;</li> </ul>	Responsible

Stakeholder/P articipant	Role	RACI classification
Consultants	<ul style="list-style-type: none"> <li>• Provide professional services (design labour intensive projects that will yield desired results)</li> <li>• Ensure that projects in the 2021/22 Project Implementation Plan have a majority are aligned to LIC methods.</li> <li>• Collation and capturing of employment opportunities created through the implementation of existing conditional grants into the agreed reporting system.</li> </ul>	
Communities	<ul style="list-style-type: none"> <li>• Beneficiaries of the improved service delivery brought by the proposed LI reforms in the implementation of projects ;</li> <li>• Participate in the IDP processes;</li> <li>• Provide labour that will receive on-the-job training and benefit from job opportunities provided by the targeted conditional grant funded projects.</li> </ul>	Consulted: Highly  Informed: Highly

### C3.5 INFORMATION TO BE PROVIDED BY THE EMPLOYER

For tender purposes, the employer will provide required additional information at the compulsory tender briefing meeting, which will be held physically at the MISA head office (for limited attendance by prior arrangement) – as well as electronically available as virtual meeting to all tenderers at the same time.

The employer will supply the following information to the appointed programme management consultant:

- **The municipal area in which the work must be done, exact location and town(s) will be determined after appointment:**
  - **DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY, Kwazulu-Natal Province.**
- Contact numbers for the stakeholders, MISA staff and relevant National and Provincial colleagues with whom the preparation work and implementation must be facilitated.
- Contact details and general information of the Municipalities that are participating on the LIC Capacity Development Programme.
- Background information regarding the LIC business case and strategic purpose of this work, as well as grant-related documentation, e.g. the latest MIG DORA framework conditions.
- Background documentation, most of which is also available on the internet, e.g. the ***“Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3<sup>rd</sup> edition, 2015.”***
- Through the National MISA LIC Steering Committee – additional information would be supplied, including the protocols for engagement, e.g. with municipalities and provinces, approach to the work, e.g. using continuous improvement and project management principles and methods.
- The programme management consultant will be introduced to the Research Team responsible for the capturing of good practices and updating of guidelines.

The employer’s task team(s) will be able to facilitate engagements and represent the client with the programme management consultant where necessary on all levels, including at the municipalities.

### C3.6 PROPOSED PROGRAMME TIMEFRAME

**This project planned timeframe and appointment is for one (1) year (12 months), with the possibility to be extended (with additional appointment).**

The purpose of a planned LIC Capacity Building Programme is to extend over three (3) years (36 months), to improve and optimise labour-intensity on municipal projects at municipalities in all of the 44 districts of South Africa.

An indicative breakdown of a one-year project period is supplied below:

Programme Year 1 (Phase 1)				
Dates (in 2021 / 2022)	Aug – Oct 2021	Nov – Jan	Feb – April 2022	May – July 2022
Quarterly periods (3-month):	1	2	3	4
Mun. Fin. Year for MIG project implementation		1	2	3
Process 1	Initiation & Inception			
Process 2	Preparation & Implementation Planning	Preparation & Implementation Planning		
Process 3	LIC Training: relevant officials	LIC Training: relevant officials	LIC Training: relevant officials	LIC Training: relevant officials
Process 3		LIC Training: relevant PSP's & labourers	LIC Training: relevant PSP's & labourers	LIC Training: relevant PSP's & labourers
Process 4		LIC Project Construction Implementation & Control	LIC Project Construction Implementation & Control	LIC Project Construction Implementation & Control
Process 5	Upgrading of LIC & EPWP Reporting	Upgrading of LIC & EPWP Reporting	Upgrading of LIC & EPWP Reporting	Upgrading of LIC & EPWP Reporting
Process 6				Close-Out & Hand-over
Phase 2: Process 1: (and following phases)				Renewal of Initiation & Inception
Phase 2: Process 1: (and following phases)				Project Preparation & Implementation re-Planning

Notes applicable to the above Table:

1. The table is an indicative example only and the real work may follow different processes as long as the required deliverables are achieved.
2. Municipal financial years are from 1<sup>st</sup> July, until 30 June. For the utilisation of MIG funding for an LIC project – all MIG-project approvals, LIC community preparation, planning, design and documentation must be done according to LIC principles, prior to the physical on-site construction implementation and LIC-projects may be regarded as multi-year projects.

The LIC community preparation includes the liaising with the benefitting communities including the unskilled labour in the community. For most projects, information from communities must be used for the project design and awareness training must be done to labourers, CLO and the relevant municipal councillor.

3. The closeout and hand-over of the work created must include required training and a planned exit strategy to leave behind a sustainable process.

## **C3.7 PROCESSES, TASKS AND DELIVERABLES**

### **C.3.7.1 PROJECT INITIATION & INCEPTION**

#### **DELIVERABLE 1:**

1. Confirm client requirements, project brief, objectives, priorities, constraints and preferences, engage in programme initiation meeting and consultation with the client or client's authorized representatives on matters relating to Labour Intensive Construction or Expanded Public Works Programme and assist in developing a clear project brief
2. Refine user needs and options, consult with Department Public Works & Infrastructure and EPWP and all relevant stakeholders in the planning, design and implementation of labour-intensive construction projects in the targeted municipalities
3. Participate in creating the structures and Programme Steering Committee (PSC)
4. Assess and refine scope of work and required resources – verify functional and geographic representation. Identify options for appointment of sub-consultants if required – liaise with MISA prior to appointments.

#### Required Deliverables.

- Agreed services and scope of work
- Submission of required documentation, e.g. the Inception Report and Project Implementation Plan (PIP)
- Signed agreements
- Initiation of the appointments of sub-consultants, if required
- Collation of available information on infrastructure projects, status quo and extend of LIC implementation in target municipalities
- Reporting on assessment of existing data capturing and reporting capabilities including resources and tools available at target municipalities
- Reporting on training requirements and other relevant technical and non-technical matters about municipal and other officials working with LIC infrastructure projects
- Reporting on outcomes of engagements with relevant sector departments on rolling out of the LIC capacity-building programmes in municipalities. Report to include aspects of the existing social facilitation set-up
- Baseline Programme Implementation Plan for long-term plan to ensure sustainable improvement of LIC capacity, with recommendation on good practices for the future, etc.
- Minutes of meetings and required formal reports, e.g. weekly and monthly

### **C.3.7.2 PROGRAMME PREPARATION AND PLANNING**

#### **DELIVERABLE 2:**

1. Do assessments and investigate to verify data and information, do gap analyses on the following, and obtain details for status quo reports, including recommendations to improve or renew the following:



- The current EPWP data capturing and reporting system, including the level of reporting data and information, capacity on all levels, operational work flow processes and utilisation of available tools and other resources. Identify all needs to upgrade the system and tools, as well as to include for LIC reporting
  - the availability, level of expertise and compliance to requirements of LIC training providers in all areas
  - the available social facilitation consultants in all areas of targeted municipalities
  - the current LIC knowledge and skills of relevant persons on all levels of the programme including officials and service providers – compile report on all training needs
  - the current capacity for LIC projects at the targeted municipalities – including:
    - status of projects identified (capital infrastructure or operational maintenance work)
    - general capacity to implement the LIC projects
    - any special needs required to facilitate the implementation of the LIC projects
2. Refer to the currently available LIC or EPWP guidelines and other documentation to ensure best compliance and identify areas for possible improvement – communicate and share it with PSC as input to the work of the Research Team
  3. Identify additional sub-consultants (if any) to be appointed for professional engineering work, social facilitation, LIC training and construction training. Verify possibilities for appointment of sub-consultants and appoint where required.
  4. Prepare and refine concepts for implementation and roll out the programme following the brief, including project scope, scale, character and form. Incorporate certain principles such as continuous improvement to ensure continuous updating of planning with new or improved items e.g. update the PIP when required.
  5. Formulate and finalise accredited training programmes to build sustainable LIC capabilities on all levels of the programme
  6. Consolidate all status quo and conditional assessments and link it to PIP. Evaluate and report the implementation readiness of each item and requirements for implementation of the PIP of the LIC Capacity Building.
  7. Produce / update PIP and other documentation for rollout of the work and discuss with the PSC.

#### Required Deliverables.

- Status Quo Reports on all aspects of the work
- Concept and recommendations for the upgrading and improvement of an EPWP and LIC Reporting System, including solutions for improvement of data management, reporting capacity and IT databases
- Detailed Terms of Reference and procedures for the following work (including appointment of sub-consultants if required):
  - Social facilitation
  - Accredited LIC training programme
  - Restructuring of reporting system
  - Required training and recruiting strategy (if required) for data capturers in the reporting system
  - Creating of database for reporting system
- Revised PIP
- Minutes of meetings and required formal reports, e.g. weekly and monthly

### C.3.7.3 TRAINING FOR LIC

#### DELIVERABLE 3:

1. Undertake the training according to the appropriate NQF level of identified individuals on all levels, starting with highest priority individuals, e.g. technical managers at municipalities. Training material and practical implementation must be included in the training. Training must include practical implementation.

The number of candidates will be confirmed; for the purpose of this tender the number must be assumed to be 50, e.g. 5 MISA officials (NQF 7), 15 officials of the Municipality (8 on NQF level 7 and 7 on NQF5), 10 relevant staff members of municipal appointed Consulting Engineers Companies (8 on NQF7 and 2 on NQF5) and 20 staff members of municipal appointed Construction Service Provider companies (on NQF4 or NQF5 levels).

2. Monitor and evaluate the roll-out of the LI Capacity development on all levels due to training – continuously update the gaps
3. Guide the trained municipal, consultant and MISA officials, in the review of planned projects and assist with guiding the creation of the designs and documentation according to LIC principles
4. As soon as construction phases are reached – do NQF4 or NQF5 training of relevant staff members and ensure that on-site construction training is done by the Contracting Companies' management staff.

#### Required Deliverables.

- Trained data capturers – with on-the-job training at the Municipality, to do effective reporting
- Trained labourers on sites, ready for LIC construction implementation
- Trained and qualified officials and other relevant persons, e.g. consultants, contractors and others in project management positions in the industry, to NQF level 4, 5 or 7.

### C.3.7.4 IMPLEMENTATION OF LIC PROJECTS & CONTROL

#### DELIVERABLE 4:

1. Facilitate and assist each target municipality with the project prioritisation and selection for LIC implementation.
2. Execute an awareness campaign to improve awareness of LIC requirements at municipal council level and in communities
3. Facilitate and assist each target municipality with the project prioritisation and selection for LIC implementation, utilising municipal MIG funding and processes. Projects must be related to any of the following: roads, storm water, water and sanitation.
4. Assist the municipality to optimise the procurement and scope of work to ensure maximum utilisation of LIC principles, e.g. to divide the total project into ideal packages for the accommodation of appointment of local contractors.
5. Assist the municipality with the different possible ways of procurement for the work, e.g.:
  - As normal advertised tender for a contracting company
  - As labour-only tender
  - As tender for supply of materials and construction supervision only
  - As municipal internal project with combinations of labour-only and construction supervision, etc.
6. Facilitate the assistance of the municipal-appointed professional engineer, to ensure that:
  - the design work and documentation is done according to LIC methods and principles
  - that the procurement processes adhere to the municipality's requirements and in line with LIC principles



- tender evaluation (if any) is done according to the normal municipality's requirements and in line with LIC principles, i.e. that contractors tender for work according to an LIC bill of work quantities and LIC methods
7. Facilitate social and community participation services including the following:
    - Drawing up and confirming a Communication Plan
    - Set up and obtain buy-in from community with representative structure, including the councillor, beneficiary liaison committee, CLO and others
    - Set up and sign a Community participation Compact as contract with the community. The Compact must include all items to be agreed on including the construction products and must stipulate the tasks an offering of the communities.
    - Setting up a Project steering committee or ensuring that MISA PSC will be the structure for progress and management at the municipality
    - Do continuous progressive communication and meetings with community to keep all involved and to solve any problem the moment it appears – communicated by CLO's.
    - CLO's must be appointed through approved municipal procedures, by the communication consultant
    - Induction must be done of labourers and contractors especially site agents
    - The communication consultant should be a trusted partner for the community – to channel all complexities and solve problems continuously
  8. Develop the opportunity and facilitate assistance to contractors for proper LIC pricing and setting out of work after appointment
  9. Facilitate LIC training for contractors / site agents / construction supervisors and resident engineers, etc.
  10. Participate on project level throughout the normal implementation of the project, with consultant and contractors.

#### Required Deliverables.

- Effective implementation of chosen LIC project with all relevant role-players on board
- Reports illustrating successes of social facilitation, LIC training, construction training, training of data capturers, any other required training
- Capturing and sharing of all relevant good lessons and practices learnt
- Progress Reports, minutes of meetings
- All required reporting to the Programme Steering Committee (PSC)
- Continuous capacity building activities of relevant municipal staff, construction labourers, consultant and construction contractor, to ensure highest value and quality of LIC project implementation, throughout all required lifecycle processes, including the capturing, and sharing of good practices.

### **C.3.7.6 CLOSE-OUT & HANDOVER**

#### **DELIVERABLE 6:**

This process aims to fulfil and complete the project closeout including necessary documentation to facilitate effective completion, handover and instilling improved LIC and EPWP operation. For each phase of the LIC Capacity Building Programme, e.g. for each year of appointment This close-out would be regarded as an interim close-out of work

1. Prepare project close-out report documenting all key aspects of the project including lessons learnt,
2. Prepare project records of all payments, project financial information, minutes, progress reports and final accounts,

3. Finalise framework or guideline documents developed under the project for handover to the client and benefitting municipalities,
4. Undertake final official handover engagement

#### Required Deliverables.

- Report on the LIC capacity created, with focus on proving the work abilities to implement LIC infrastructure projects at the targeted municipal level
- Project Close-out Report and files
- Final framework or guideline documents
- Training reports and certificates for participants
- Final accounts

This process aims to fulfil and complete the project closeout including necessary documentation to facilitate effective completion, handover and instilling improved LIC and EPWP operation. For each phase of the LIC Capacity Building Programme, e.g. for each year of appointment This close-out would be regarded as an interim close-out of work

5. Prepare project close-out report documenting all key aspects of the project including lessons learnt,
6. Prepare project records of all payments, project financial information, minutes, progress reports and final accounts,
7. Finalise framework or guideline documents developed under the project for handover to the client and benefitting Municipalities i.e. Umuziwabantu and Ray Nkonyeni.
8. Undertake final official handover engagement

#### Required Deliverables.

- Report on the LIC capacity created, with focus on proving the work abilities to implement LIC infrastructure projects at the targeted municipal level
- Project Close-out Report and files
- Final framework or guideline documents
- Training reports and certificates for participants
- Final accounts

### **C.3.7.7 REQUIRED PROGRAMME REPORTING – PROJECT MANAGEMENT**

#### **DELIVERABLE 6:**

This section provides for the continuous progress reports, minutes of meetings and following of n progress, and reporting of all work including the work opportunities created.

The following recurring reports would be required from the management consultant(s):

1. **Weekly Programme Management Progress Reports** – only during the first month, focussing on the following:
  - Listing the activity tasks items achieved – linked to the PIP
  - List the challenges experienced which requires urgent attention and / or assistance if any – linked to the PIP
2. **Bi-Weekly Progress Reports** must be compiled from local information supplied, to indicate progress and status of the project preparation and other related activities at the target municipality.

The report should include inputs from each relevant role player, i.e. the responsible MISA engineer, the officials from the Provincial Departments, the municipal PSP's after their appointments (both consultant and construction supervisor / site agent) and municipal officials, e.g. from the PMU responsible for the MIG projects.

Report must relate to the status and progress of the following:

- Awareness and preparation of municipal council and management
- Relevant LIC training – all levels, all relevant persons
- Identification and selection of projects and required approvals – including for MIG programme
- Preparation of community liaison and facilitation – and obtaining information required for the design work
- Appointment of municipal PSP's
- Construction training to labourers
- General project characteristics, challenges, successes, new ideas, good practices and solutions of problems

3. **Monthly Municipal Progress Reports** must include the biweekly reports and updated information and approved by the members of the municipal PSC.

The relevant MISA colleagues, who are tasked with the projects of the targeted municipality, must do inspection and verify progress. The report should include inputs from the relevant colleagues from the Municipality, Provincial Departments and municipal PSP's after their appointments.

Report must relate to the same as the bi-weekly report and must add the following:

- Progress of the design work of the municipal consulting engineer
- Progress of the construction work and supervision of the labourers
- Physical and financial progress
- Compilation of all lessons learnt good LIC-specific methods and practices – to share with the PSC.

4. **Monthly Programme Management Progress Reports** must be compiled by the Management Consultant and must include at least the following:

- Progress of all programme activities of management consultant and all sub-consultants (if applicable), compared to the initial planned timeframe i.e.:
  - Updated Task list highlighting any additional tasks and requirements
  - Highlighting any challenges and possible actions to resolve them
  - Implementation planning and progress on deliverables
  - LIC Training
  - LIC Project Implementation
  - Monitoring EPWP Reporting System
- Services of other PSP's related to the LIC Capacity Building Programme
- Good practice report summary to be shared with Research Team at PSC meeting, i.e. compilation of all lessons learnt from institutional arrangements and management aspects added to Monthly Municipal Progress Report lessons learnt. Describe all capturing, sharing of data, information knowledge of lessons learnt, recommendations related to norms, standards, methods and practices.
- Capacity Building Progress including:
  - The planned exit strategy and handover to the existing client structures especially Department of Public Works, EPWP programme, DCOG, MISA and Municipality.
  - hand-over of inputs for the updating of policy, procedures, guidelines and recommendations – with reference to all levels of stakeholders / role players of LIC.

5. **Quarterly Programme Management Progress Reports** – which must be a summary of the monthly progress reports. Dates and formats for submission will be confirmed later.

### C3.8 CONTRACT AND PROJECT IMPLEMENTATION PLAN

The contract will be based on NEC 3 (April 2013) Professional Services Contract (PSC).

The contract shall be signed by all parties within 2 weeks after appointment of the service provider. Prior to signing of the contract, the service provider has to prepare and submit a project implementation plan (PIP) for approval by MISA using an agreed template. The PIP will form part of the contract.

### C3.9 PROGRAMME RISK MANAGEMENT

A high-level programme risk register is as follows:

Programme Risk Register:

Risk	Risk Description	Impact	Likelihood	Mitigation
Availability of Li data or data capturing within Local Municipalities	Lack of Li reporting on existing contracts within Local Government	High	High	MISA will appoint data captures to collect information and capture it on the information management system for reporting
Understanding of Li principles	General lack of understanding of Li principles within local government and	Medium	Medium	MISA will appoint experienced Li champions to support/induct Local Municipalities in Li designs and reporting
Prior knowledge or existence of pilot projects	Lack of prior research having been done, which will render this a pilot project making it prone to a lot of errors during implementation	High	High	MISA should make their ToR clear to the identified institutions to make sure they use prior research and pilot projects in the public sector.
Willingness to collaborate with community	Lack of willingness by researcher to collaborate and respect the agency and the needs of the Municipalities and community	Medium	Medium	MISA to have a clear ToR on stakeholder engagements that make sure the Municipalities and community are engaged throughout the process.

Risk	Risk Description	Impact	Likelihood	Mitigation
Pursue the advocacy and policy issues that emanate from the research.	Inability by the research institution to pursue the advocacy and policy issues that emanate from the research.	High	High	MISA to engage other government departments where necessary to ensure the outcomes of the research are used build /reform LI policy and regulation

## 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)
Contract Manager					
ETQA LIC Trainer 1					
Professional Civil Engineer 1					
ICT Professional					
Supporting Staff					
Total					
VAT @ 15%					
Grand Total					

**C. Cost details for deliverables and Activities (TEMPLATE TO BE USED)**

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<b>DELIVERABLE 1: PROJECT INITIATION &amp; INCEPTION</b>						
ACTIVITY ____:	Contract Manager					
	Professional Civil Engineer 1– Lead Engineer					
	Professional Civil Engineer 2					
	Supporting Staff					
<b>DELIVERABLE 1 TOTAL</b>						
<b>DELIVERABLE 2: PROGRAMME PREPARATION &amp; PLANNING</b>						
ACTIVITY ____:	Contract Manager					
	ETQA LIC Trainer 1					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	Supporting Staff					
<b>DELIVERABLE 2 TOTAL</b>						
<b>DELIVERABLE 3: TRAINING FOR LIC</b>						
ACTIVITY ____:	Contract Manager					
	ETQA LIC Trainer 1					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
<b>DELIVERABLE 3 TOTAL</b>						
<b>DELIVERABLE 4: IMPLEMENTATION OF LIC PROJECTS &amp; CONTROL</b>						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
ACTIVITY __:	Contract Manager					
	ETQA LIC Trainer 1					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	Supporting Staff					
DELIVERABLE 4 TOTAL						
<b>DELIVERABLE 5: CLOSEOUT &amp; HANDOVER</b>						
ACTIVITY __:	Contract Manager					
	ETQA LIC Trainer 1					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	Supporting Staff					
DELIVERABLE 5 TOTAL						
<b>DELIVERABLE 6: REQUIRED PROGRAMME REPORTING – ALL STAGES</b>						
ACTIVITY __:	Contract Manager					
	ETQA LIC Trainer 1					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	Supporting Staff					
DELIVERABLE 6 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 6)}						
REIMBURSABLE TOTAL						



<b>Deliverable and Activity Number &amp; Description</b>	<b>Position Name of Resources in the proposed project Team</b>	<b>Duration of Activity over 12 months</b>	<b>Commitment % of resource</b>	<b>Equivalent person Days</b>	<b>Daily Rate (inclusive of all cost, except VAT) (Rand)</b>	<b>Total cost per person (inclusive of all cost, except VAT) (Rand)</b>
<b>TOTAL Cost</b>						
<b>VAT @ 15%</b>						
<b>GRAND TOTAL INCLUSIVE OF VAT</b>						