



Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/WCDM/KL/034/2025/26

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR
THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND
MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY**

PROCUREMENT DOCUMENT

**(Based on NEC3 Engineering – Professional Service Providers:
Option A)**

FEBRUARY 2026

Issued by:

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

Name of Tenderer: _____

Total Bid Price: _____

CONTENTS		PAGE No.
PART T1: TENDERING PROCEDURE		
T1.1	Tendering notice and invitation to tender	
T1.2	Tender Data	
PART T2: RETURNABLE DOCUMENTS		
T2.1	List of returnable documents	
T2.2	Returnable schedules	
PART C1: AGREEMENTS AND CONTRACT DATA		
C1.1	Form of offer and acceptance	
C1.2	Contract data	
PART C2: PRICING DATA		
C2.1	Pricing Instructions	
C2.2	Activity Schedule	
PART C3: SCOPE OF WORK		
C3.1	PROJECT DESCRIPTION AND SCOPE OF CONTRACT	
1	Description Of Works	
C3.2	PROJECT SPECIFICATIONS	
1		
PART C4: SITE INFORMATION		

Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of May 2023

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

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

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

Preferential Procurement Regulations 2022 (*Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000*)

Contract Documents

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCDM/KL/034/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from suitably qualified Professional Service Providers for the development of water conservation water demand management plan for Kopanong Local Municipality.

Only Tenderers who have in their employ Registered Professional Persons in terms of a recognised Professional Body e.g. Engineering Council of South Africa.

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON-COMPULSORY VIRTUAL BRIEFING SESSION : PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/WCDM/KL/034/2025/26	Appointment of a professional service provider for the development pf water conservation and demand management plan for Kopanong Local Municipality	<p>A Non-Compulsory Virtual Briefing session will be held online on MS Teams</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/365536844860?p=f2A29ojLbnkvo41GXJ</p> <p>Meeting ID: 365 536 844 860</p> <p>Passcode: yN3qm6gz</p> <p>Date: 17 February 2026</p> <p>At 10:00 AM</p>	<p>Date: 04 March 2026</p> <p>At 11:00 AM</p> <p>All Bid Proposals to be submitted @ MISA Head office</p> <p>Riverside office Park , 1303 Heuwel avenue, 1st floor Letaba House, Centurion 0046</p>

A non-compulsory tender briefing session will be held online on MS Teams and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers online to provide details of the Contract.

The Tender Documents will be available from the **e-Tender Publication Portal** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Tenders in Government Tender Bulletin and/ or any national media. Any queries related to the e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of the Chief Procurement Officer Call Supply Chain Centre on 012 406 9222.

The requirement of submissions is detailed in the Tender 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 must submit their tenders using only the tender documentation issued.

Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCDM/KL/034/2025/26

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT
 OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG
 LOCAL MUNICIPALITY**

TENDER DATA

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, as termed as *SFU*.

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 (MISA) , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: Name: Ms Mapatani Kgomo or Delegated Official Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: lumka.tyikwe@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (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. 3. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. This APPLICABLE TO FORM OF OFFER AND PRICING DATA. 4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 1 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.
4.7	The arrangements for a briefing or clarification meeting are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
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 is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 120 days, exclusive of closing date but inclusive of the 120 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.

Clause number	Tender Data
5.2	The employer shall issue addenda until 10 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>Evaluation Criteria</p> <p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer & Preference. Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Eligibility Requirements. Phase 2: Functionality Criteria Phase 3: Price and preference (80/20 system)</p> <p>1. <u>PHASE ONE: ELIGIBILITY REQUIREMENTS.</u></p> <p>The ELIGIBILITY CREITERIA is as outlined in Clause 4.1.</p> <p>2. <u>PHASE TWO: FUNTIONALITY CRITERIA:</u></p> <p>TENDER WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender will be considered as DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following. <ol style="list-style-type: none"> 4.1 scoring an average score below a minimum of 70 points in Functionality and or 4.2 failing to meet the minimum requirements for qualifications and or experience for the Contracts Manager 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

Clause number	Tender Data																													
	<p>3. <u>PHASE THREE: SCORING</u></p> <p><u>EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2022</u></p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">POINTS ON PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td style="text-align: center;">Specific Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>SPECIFIC GOALS</p> <p>The Employer reserves the right to apply other specific goals in accordance with PPR Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPFA Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p>The Specific goals will be allocated as per the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">The specific goals allocated points in terms of this tender</th> <th style="text-align: center;">Number of points allocated (80/20 system)</th> <th style="text-align: center;">Evidence</th> </tr> </thead> <tbody> <tr> <td>Who are women (51% or more)</td> <td style="text-align: center;">3</td> <td>CIPC/SWORN AVIDDAFIT/CSD/ID</td> </tr> <tr> <td>Who has disability (51% or more owned)</td> <td style="text-align: center;">3</td> <td></td> </tr> <tr> <td>Who is a youth (18 to 35 years) (51% or more owned)</td> <td style="text-align: center;">2</td> <td>CIPC/SWORN AVIDDAFIT/CSD/ID</td> </tr> <tr> <td>Location of enterprise (Free State Province)</td> <td style="text-align: center;">10</td> <td>CIPC/SWORN AVIDDAFIT/CSD/MUNICIPAL RATES STATEMENT/PROOF OF ADDRESS</td> </tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td style="text-align: center;">2</td> <td>CIPC/SWORN AVIDDAFIT/CSD/BBB-EE CERTIFICATE</td> </tr> <tr> <td>Total scored points</td> <td style="text-align: center;">20</td> <td></td> </tr> </tbody> </table> <p>Definitions</p> <p>“Specific goals” means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair</p>	Criteria	Points	POINTS ON PRICE	80	Specific Goals	20	TOTAL	100	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Evidence	Who are women (51% or more)	3	CIPC/SWORN AVIDDAFIT/CSD/ID	Who has disability (51% or more owned)	3		Who is a youth (18 to 35 years) (51% or more owned)	2	CIPC/SWORN AVIDDAFIT/CSD/ID	Location of enterprise (Free State Province)	10	CIPC/SWORN AVIDDAFIT/CSD/MUNICIPAL RATES STATEMENT/PROOF OF ADDRESS	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	2	CIPC/SWORN AVIDDAFIT/CSD/BBB-EE CERTIFICATE	Total scored points	20	
Criteria	Points																													
POINTS ON PRICE	80																													
Specific Goals	20																													
TOTAL	100																													
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Evidence																												
Who are women (51% or more)	3	CIPC/SWORN AVIDDAFIT/CSD/ID																												
Who has disability (51% or more owned)	3																													
Who is a youth (18 to 35 years) (51% or more owned)	2	CIPC/SWORN AVIDDAFIT/CSD/ID																												
Location of enterprise (Free State Province)	10	CIPC/SWORN AVIDDAFIT/CSD/MUNICIPAL RATES STATEMENT/PROOF OF ADDRESS																												
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	2	CIPC/SWORN AVIDDAFIT/CSD/BBB-EE CERTIFICATE																												
Total scored points	20																													

Clause number	Tender Data										
	<p>discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in Government Gazette No.16085 date 23 November 1994</p> <p>“Ownership “means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p>“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.</p> <ul style="list-style-type: none"> i) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968) ii) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication. iii) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another. iv) A person who requires an artificial limb, or v) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973) <p>Means of Verification (Specific Goals)</p> <p>Means of Verification (Specific Goals)</p> <table border="1" data-bbox="316 1182 1559 1496"> <thead> <tr> <th data-bbox="316 1182 938 1216">Procurement Requirement</th> <th data-bbox="938 1182 1559 1216">Required Proof Documents</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 1216 938 1272">Women</td> <td data-bbox="938 1216 1559 1272">Full CSD Report</td> </tr> <tr> <td data-bbox="316 1272 938 1339">Youth</td> <td data-bbox="938 1272 1559 1339">Full CSD Report</td> </tr> <tr> <td data-bbox="316 1339 938 1406">Location</td> <td data-bbox="938 1339 1559 1406">Full CSD Report</td> </tr> <tr> <td data-bbox="316 1406 938 1496">B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td data-bbox="938 1406 1559 1496">Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td> </tr> </tbody> </table> <p>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p>	Procurement Requirement	Required Proof Documents	Women	Full CSD Report	Youth	Full CSD Report	Location	Full CSD Report	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report
Procurement Requirement	Required Proof Documents										
Women	Full CSD Report										
Youth	Full CSD Report										
Location	Full CSD Report										
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report										

Clause number	Tender Data																				
5.11.9	<p>Functionality Criteria.</p> <p>A Tender will be DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following.</p> <ol style="list-style-type: none"> 1. scoring an average score below a minimum of 70 points in Functionality and or 2. failing to meet the minimum requirements for qualifications and or experience for the Contracts Manager. <table border="1" data-bbox="328 607 1402 1093"> <thead> <tr> <th data-bbox="328 607 1015 725">Quality criteria</th> <th data-bbox="1015 607 1177 725">Evaluation schedule</th> <th data-bbox="1177 607 1402 725">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 725 1015 779">Experience of the tenderer</td> <td data-bbox="1015 725 1177 779">Schedule 1</td> <td data-bbox="1177 725 1402 779">40</td> </tr> <tr> <td data-bbox="328 779 1015 1032"> Experience of Key Personnel <table border="1" data-bbox="349 831 807 1032"> <tbody> <tr> <td data-bbox="349 831 644 884">Contracts Manager</td> <td data-bbox="644 831 807 884">25</td> </tr> <tr> <td data-bbox="349 884 644 938">Electrical Engineer</td> <td data-bbox="644 884 807 938">20</td> </tr> <tr> <td data-bbox="349 938 644 992">Mechanical Engineer</td> <td data-bbox="644 938 807 992">15</td> </tr> <tr> <td data-bbox="349 992 644 1032">Total</td> <td data-bbox="644 992 807 1032">60</td> </tr> </tbody> </table> </td> <td data-bbox="1015 779 1177 1032">Schedule 2</td> <td data-bbox="1177 779 1402 1032">60</td> </tr> <tr> <td colspan="2" data-bbox="328 1032 1177 1093">Maximum possible score for functionality (M_s)</td> <td data-bbox="1177 1032 1402 1093">100</td> </tr> </tbody> </table>	Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	40	Experience of Key Personnel <table border="1" data-bbox="349 831 807 1032"> <tbody> <tr> <td data-bbox="349 831 644 884">Contracts Manager</td> <td data-bbox="644 831 807 884">25</td> </tr> <tr> <td data-bbox="349 884 644 938">Electrical Engineer</td> <td data-bbox="644 884 807 938">20</td> </tr> <tr> <td data-bbox="349 938 644 992">Mechanical Engineer</td> <td data-bbox="644 938 807 992">15</td> </tr> <tr> <td data-bbox="349 992 644 1032">Total</td> <td data-bbox="644 992 807 1032">60</td> </tr> </tbody> </table>	Contracts Manager	25	Electrical Engineer	20	Mechanical Engineer	15	Total	60	Schedule 2	60	Maximum possible score for functionality (M_s)		100
Quality criteria	Evaluation schedule	Maximum number of points																			
Experience of the tenderer	Schedule 1	40																			
Experience of Key Personnel <table border="1" data-bbox="349 831 807 1032"> <tbody> <tr> <td data-bbox="349 831 644 884">Contracts Manager</td> <td data-bbox="644 831 807 884">25</td> </tr> <tr> <td data-bbox="349 884 644 938">Electrical Engineer</td> <td data-bbox="644 884 807 938">20</td> </tr> <tr> <td data-bbox="349 938 644 992">Mechanical Engineer</td> <td data-bbox="644 938 807 992">15</td> </tr> <tr> <td data-bbox="349 992 644 1032">Total</td> <td data-bbox="644 992 807 1032">60</td> </tr> </tbody> </table>	Contracts Manager	25	Electrical Engineer	20	Mechanical Engineer	15	Total	60	Schedule 2	60											
Contracts Manager	25																				
Electrical Engineer	20																				
Mechanical Engineer	15																				
Total	60																				
Maximum possible score for functionality (M_s)		100																			
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive. 4. the tenderer has completed the Compulsory Enterprise Questionnaire 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract; 5. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid. 																				
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.																				
5.17	Cancellation and re-invitation of tenders																				

Clause number	Tender Data
	<p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;">TENDER AWARD</p> <ul style="list-style-type: none"> A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i> D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE. 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. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <ul style="list-style-type: none"> A. Joint Venture <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <ul style="list-style-type: none"> B. Costs incurred by Bidder <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> <ul style="list-style-type: none"> C. Acceptance of Bid <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>

Clause number	Tender Data
	<p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received.</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>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other 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 or 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>

Clause number	Tender Data
	<p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</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"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCDM/KL/034/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY

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) 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. SBD 1 - Invitation to Bid
2. SBD 4 - Declaration on Interest
3. SBD 6.1 – Preference Points claim form
4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
5. CSD report Annexure
6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures
9. Schedule 1: Experience of the tenderer
10. Schedule 2: Experience of key person

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

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. PART A – INVITATION OF BID SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/WCDM/KL/034/2025/26	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]					
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this bid is the 80/20 preference point system
- b) The 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

1.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific goals

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“Ownership** “means the percentage ownership and control, exercised by individuals within and enterprise;
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;

- (c) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and;
- (f) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (g) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.
 - a) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)
 - b) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication,
 - c) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
 - d) A person who requires an artificial limb; or
 - e) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
- (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the bid and points claimed are indicated per the table below.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	3	
Who has disability (51% or more owned)	3	
Who is a youth (18 to 35 years) (51% or more owned)	2	
Location of enterprise (local equals province)	10	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	2	
Total scored points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

**4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS-
A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE
CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="margin-left: 40px;">i. Before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black woman Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%

- o Black Disabled % _____%
- o Black Unemployed % _____%
- o Black People living in Rural areas % _____%
- o Black Military Veterans % _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy	R10 million	
Supplier	R10 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Date: _____

5. CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE		
SCMU NUMBER	MISA/WCDM/KL/034/2025/26	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER 40 points

9.1 Requirements

The experience of the tenderer as a company (as opposed to key staff members) in development of water conservation and demand management plans, water and sanitation masterplans and or water services development plans in the last 10 years.

The information shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.

9.2 Points Scoring

Points will be allocated per project as per the table below;

Table : Project points allocation

No	Project Value	Points per Project
a)	R500 000 – R800 000	10 points
b)	R800 001 to R1 500 000	15 points
c)	R1 500 001 and above	20 points

9.3 Means of verification

Signed practical completion certificate with corresponding appointment letters/ purchase Orders should be included for each project for ease of reference. Only projects with practical completion certificate and corresponding appointment letters/ purchase Orders will be evaluated.

- Appointment letters and Completion certificates must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state
- In cases where the municipality or organ of state made use of a consulting engineer (consultant), the appointment letter and completion certificate must clearly stipulate:
 - i. Form of Contract used at that time such as GCC, NEC, FIDIC etc
 - ii. The details of the project including description, tender number, contract amount, contractual dates and contract period
 - iii. The name of the municipality or organ of state that is the client or employer.
 - iv. The details of the contact person from the municipality or organ of state,
 - v. The completion certificate must be signed by the Engineer, the Employer and the Contractor depending on the Form of contract used.

9.4 Listing of Completed Projects

Tenderers are requested to list a maximum of four (4) highest value projects including contactable references by completing SCHEDULE OF COMPLETED PROJECTS appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							

MISA reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED IN THIS TENDER.

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

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

10. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM [60 POINTS]

10.1 Summary

The total 60 points for key personnel are allocated as follows.

key personnel	Points allocation
Contracts Manager	25
Electrical Engineer	20
Mechanical Engineer	15
Total	60

10.2 Requirements

The experience of the key personnel who will be responsible for the execution of the project activities, processes, the coordination, administration and management of resources on the project will be evaluated in relation to the scope of work from four different points of view:

- 1) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
- 2) General experience (total duration of work activity), level of education and training and positions held
- 3) Professional Registration with the recognized relevant professional bodies such as ECSA
- 4) The minimum requirements for qualifications and experience for the Contract Manager are as follows;

No	Key Personnel	Minimum Qualifications	Minimum Experience
1	Contracts Manager	B Tech or B Eng in Civil Engineering (NQF Level 7) Registered with ECSA as a Professional Engineer or Technologist	5 years after qualifications

NB: The tenderer will be disqualified if the proposed Contracts Manager does not meet the minimum qualifications and experience stated in the table above.

10.3 Means of verification

Attach proof of qualifications, brief CV's and where applicable proof of professional registration for key personnel listed.

10.4 Listing of key personnel

Tenderers are requested to list key personnel by completing SCHEDULE OF KEY PERSONNEL appended to this schedule on the next page.

10.5 Scoring

The scoring of the experience of key person staff will be as per the table below:

Key Personnel	=	60 Total Points
1. Contract Manager	=	(25 points)
1.1 Requirements		
Minimum Qualification: B Tech degree in Civil Engineering (NQF 7). Registered with ECSA as a Professional Engineer or Engineering Technologist (Pr.Eng /Pr.Tech Eng). Minimum experience 10 years after qualifications.		
1.1.1 Qualifications	=	15 points
• B Tech Degree in Civil Engineering.	=	10 points
• BSc/ B Eng Degree or higher in Civil Engineering	=	15 points
1.1.2 Experience	=	10 points
• 5 to below 7 years	=	6 points
• 7 to below 10 years	=	8 points
• 10 years and above	=	10 points
2. Electrical Engineer	=	20 points
2.1 Requirements		
Minimum qualification: B Tech degree in Electrical Engineering (NQF 7). Registered with ECSA as a Professional Eng Technologist (Pr.Tech Eng). Minimum experience 5 years after qualification		
2.1.1 Qualifications	=	10 points
• B Tech Degree in Electrical Engineering (NQF Level 7).	=	7 points
• B Eng/ Bsc Degree or higher in Electrical Engineering	=	10 points
2.1.2 Experience	=	10 points
• 5 to below 7 years	=	5 points
• 7 to below 10 years	=	7 points
• 10 years and above	=	10 points
3. Mechanical Engineer	=	15 points
3.1 Qualifications		
Minimum qualification: B Tech degree in Mechanical Engineering (NQF 7). Registered with ECSA as a Professional Eng Technologist (Pr.Tech Eng). Minimum experience 5 years after qualification		
3.1.1 Qualifications	=	10 points
• B Tech Degree in Mechanical Engineering (NQF Level 7).	=	7 points
• B Eng/ Bsc Degree or higher in Mechanical Engineering	=	10 points
3.1.2 Experience	=	5 points
• 5 to below 7 years	=	3 points
• 7 to below 10 years	=	5 points

MISA reserves the right to verify all information presented by the tenderer.

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

Signed _____

Date _____

Name: _____

Capacity: _____

Name of the Firm: _____

**D. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS
REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.**

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCDM/KL/034/2025/26

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT
OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG
LOCAL MUNICIPALITY**

The Contract

Reference no.: MISA/WCDM/KL/034/2025/26

Based on

NEC 3: Engineering and Construction Contract (Professional Service Providers:
Option A)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

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 *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

_____) (in word)

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

Signature

Date:

Name

Capacity

**For the
tenderer:**

Name &
signature
of 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 Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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 in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) 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) Ms Mapatane Kgomo
Capacity Chief Executive Officer
For the Municipal Infrastructure Support Agent
Employer

Schedule of Deviations

1 Subject
 Details

2 Subject
 Details

3 Subject
 Details

4 Subject
 Details

5 Subject
 Details

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

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

Tender no.: MISA/WCDM/KL/034/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the *Employer*

1 General

The conditions of 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

10.1 *The Employer is*
Municipal Infrastructure Support 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) The *Scope* is as given in section C3: Scope of works

12.2 The *law of the contract* is the law of the Republic of South Africa

13.1 The *language of this contract* is English

13.3 The *period of reply* is 2 weeks

2 The Parties' main responsibility

22.1 If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract.

3 Time

30.1 The *starting date* is **14 days** after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.

11.2(2) The *completion date* for the whole of the *services* is **6 calendar months** after the start date.

31.1 The *Service Provider* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation.

5 Payment

50.1 The *assessment interval* is monthly on or before the **20th** day of each successive month.

50.3 The *expenses* stated by the *Employer* are

Item	Amount
------	--------

<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	<p>market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers</p>
<ul style="list-style-type: none"> • Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in Metsimaholo Local Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i> 	<p>Cost limited to R 1 500 per person per day including bed and breakfast.</p>
<ul style="list-style-type: none"> • Vehicle travel to, from and within Kopanong Local Municipality to perform the services authorised by the Employer. Travel will be paid for authorized trips within Kopanong Local Municipality and between MISA Provincial Offices in Bloemfontein and the Kopanong Municipality (For Staff identified in Part 2 of the Contract Data) 	<p>in accordance with the latest Rates Department of Transport Department of Transport</p>

51.1 The period within which the payments are made is **thirty** days from the date of receipt (exclusive) of the invoice.

51.2 The *currency of this contract* is the South African Rand.
The *interest rate* is the Prime lending rate of the *Employer's* Bank.

6 Compensation events

7 Rights to material

No data required for this section of the *conditions of contract*.

80 Indemnity, insurance and liabilities

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

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 One 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 All risk contract works	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also Amount of cover to match contract value	Until the end of the <i>completion date</i> .

81.1 The *Employer* provides no insurance cover.

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

9 Termination and dispute resolution

No data required for this section of the *conditions of the contract*.

10 Data for main Option clause

A Priced contract with activity schedule

No data required for this section of the *conditions of the contract*.

11 Data for Option W1

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

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

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

12 Data for secondary Option clause(s)

Option X1 Price adjustment for Inflation

X1.1 Contract Price Adjustments/Increases (CPA/CPI)

No CPA or CPI will apply for this contract

X2 Change in the law

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

Option X7 Delay Damages

X7.1 The *delay damages* for completion of the wholes of the works are **R1,000.00** per calendar day

X10 Employer's Agent

X10.1 The *Employer's Agent* is
Chief Engineer- MISA Free State (Or Designated MISA Official)
Mr George Joma, Pr Eng
Physical Address: Letaba House, Riverside Office Park
1303 Heuwel Avenue, Centurion, Pretoria 0046
Postal Address: Private Bag X105, Centurion 0046
Telephone: 012 848 5300

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Tax invoices

The Service Provider's invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include

the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and

the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider's* invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 Selection and appointment of the *Adjudicator*

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3 Acts or omissions by mandatories

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

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 *The Consultant's key persons are:*

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use the table 1 below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

Table 1: List of Key Personnel

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Contracts Manager					
2	Electrical Engineer					
3	Mechanical Engineer					
Additional Personnel if Applicable						
No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1						
2						
3						
4						



Municipal Infrastructure Support Agent (MISA)

MISA/WCDM/KL/034/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY

PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work. The detailed investigation report should be developed and focus on the items given in the scope of works. The PSP will be attending monthly progress report and will be held at Kopanong LM offices in Trompsburg.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the offered rate of the (same) item
 - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum:** is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
 - **Percentage Fee:** The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:
9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
11. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

12. Where a provisional sum has been provided in respect of additional assessment services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such assessment to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
13. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the subcontracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
14. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
15. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
16. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
17. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. The monthly rates published by DPSA shall apply.
18. Tenderers are to note that the planning for this contract is based on a year budget. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

19. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender, the cost thereof must be included in the fee tendered for this aspect of the project.
20. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
21. All charges in respect of attendance at meetings and the provision of secretarial and other office support services, shall be included in the tendered basic fee for normal services .
22. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
23. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover. The schedule titled Price Basis for Imported Plant and Materials is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.



Municipal Infrastructure Support Agent (MISA)

MISA/WCDM/KL/034/2025/26

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT
PLANS FOR KOPANONG LOCAL MUNICIPALITY**

C2.2.1 THE ACTIVITY SCHEDULE

A tenderer must quote all of the items of the Activity schedule.

Item No. 1 : Engineering Services - Provide engineering services as described in the Scope of Work in respect of the Municipality. **A breakdown of the prices must be shown in detail in Annexure A appended at the end of these Terms of Reference.**

1.1 : Basic Fee for Planning, Studies, Investigations, Assessments, and all relevant Professional Services

No	Description	Unit	Quantity	Rate	Amount per deliverable (R.)
1	Project Initiation and Inception	Sum	1		
2	Water Treatment Works, Boreholes Schemes operation design parameters and optimisation needs	Sum	1		
3	Water Supply pumps, water reticulation and piping assessments	Sum	1		
4	Future demand requirements	Sum	1		
5	Water storage reservoirs and supply requirements	Sum	1		
6	Municipal water consumption and metering	Sum	1		
7	Impact of water loss on revenue finances	Sum	1		

No	Description	Unit	Quantity	Rate	Amount per deliverable (R.)
8	Reporting (Monthly and ad-hoc reports) over project duration	Sum	1		
9	Consolidated WCDM strategy/ report and Close-out report	Sum	1		
Sub-Total 1					
10. Provide additional reliability monitoring system in machinery of mechanical and electrical equipment such as water metering, flow data loggers etc (PROVISIONAL SUM)					R150 000,00
11. Reimbursements					
11.1	Stakeholder workshops (payable based on actual cost)	Sum	1		
11.2	Subsistence and Travel	Sum	1		
Sub-Total 2					
Add 15% V.A.T					
TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE					

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **MISA/WCDM/KL/034/2025/26: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

Signed:Date:

Name:Position:

Enterprise name:



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/WCDM/KL/034/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF
WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL
MUNICIPALITY

PART C3: SCOPE OF WORK

Index

PART C3: SCOPE OF WORK.....	37
C3.1 SECTION A: DESCRIPTION OF THE WORKS & SERVICES	37
C3.2 SECTION B: GENERAL REQUIREMENTS	47
C3.3 SECTION C: MANAGEMENT	48

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 Employer's Objectives

MISA's objective is to appoint a Professional Service Provider for the development of a Water Conservation Water Demand Management Plan for Kopanong Local Municipality. MISA as the Employer intends to appoint a suitably experienced Professional Service Provider capable of undertaking successfully all the envisaged work in developing a detailed and credible Water Conservation Water Demand Management Plan/ strategy.

3.1.2 Background

The Kopanong Local Municipality is a Category B municipality situated within the Xhariep District of the Free State Province. It is the largest of the three municipalities in the district, making up almost half of its geographical area. Basic agricultural products are exported from the area for processing and re-imported into the area as consumer products. Historical events that took place in the municipality, aspects of the natural and man-made environment and local activities may form the basis for promoting tourism as a significant economic activity. The towns for the municipality is Bethulie, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Reddersburg, Springfontein, Trompsburg, Waterkloof.

The main economic activities within the municipality are agriculture, mining, manufacturing, electricity, construction, wholesale and retail, transport, finance, general government, community services.

The Kopanong Local Municipality is a Water Services Authority in terms of Water Services Act (Act 108 of 1997). The Municipality currently does not have a comprehensive Water Conservation and Demand Management Plan or strategy, and it makes it difficult for the Municipality to effectively address its critical water services requirements within the limited resources available. It is for that reason that MISA is implementing this project to assist the Municipality to have a WCDM strategy which will be a very useful tool to address priority issues, plan and budget for water services improvements required. The municipality has also contracted Vaal Central Board to treat raw water supplied to their water distribution areas.

3.1.3 Location of proposed project

The figure below shows the location of the project site area.



3.1.4 Overview of the Works

The high-level overview of the works to be undertaken by the Professional Service Provider (PSP's) is for the purpose of assessment of the water treatment works, water storage and distribution network infrastructures in the various water schemes including all the relevant water data. Analysis of the water data and development of the water conservation and demand management strategies is the cornerstone of the overall works to be performed. The project duration is estimated not to **exceed 6 months**.

3.1.5 Extent of the works and services

The scope of work is further detailed below to clarify items to be addressed in the agenda and content of the report. The items are as follows;

- Carry out detailed investigations of the water system per water scheme even including ground water schemes, and an assessment of the technical, financial, economical, operational, management situation, regulatory aspects.
- The PSP is to develop the WCWDM plan to ensure optimization of service delivery and legislative compliance whilst simultaneously define municipality's improvements on operation and maintenance.
- The PSP is to include in the plan the prioritization model for infrastructure projects for the O&M programme for improving the current situation. The key priorities be for emergency works.
- The PSP in carrying out the assessment, will recommend in the developed plan various options to involve the private sector and government in the operations of water plans and implementation of the plan to the optimum and preferred sector participation option.
- The detail investigation should align the plan of the respective areas in relation to the future development requirement plans and actions of the newly developed Demand Models.
- Relevant stakeholders including sector departments should be brought on board during early phase of development plan to action future development requirements of the municipality.
- Develop asset management plans to identify the appropriate service intervals, the lifecycle of the key components (civil structural, electrical, instrumentation and/or mechanical equipment), when the equipment should be replaced.
- The plan should include standard operating manuals, quality management system and information system which require the technical personnel to provide regular feedback on routine tasks to the management and on operational performance in all areas. Both information and quality systems

should provide data that will ensure that operations are adequately financed according to operating budget and the quality of work done and materials is value for money.

- The PSP is to ensure that the responsible manufacturer or supplier of the water service mechanical, electrical and instrumentation equipment has provided detailed instructions on the manual when doing the assessment. If not, the PSP should ensure that it develops the standard operating procedure (SOP) with the day-to-day operations and maintenance of the water facility's components.
- The PSP recommend a workforce that can be skilled, stable and motivated to produce tremendous results despite conditions of limited resources.
- Upload the assessment information and the developed plan to the Municipal Infrastructure Performance Management Information System and ensure accessibility of the information to relevant stakeholders.

3.1.6 Additional PSP Scope of Services

The professional services, as envisaged will cover the following, without limiting the services provider, in delivering the WCDM plan:

The technical assessment should focus on the water conservation and demand management and the items below form part of the procedure. The scope of services for the PSP's includes the following major activities:

- 3.1.6.1 Real water losses which consist of losses that comprise evaporative and leakage losses from conveyance systems and storage facilities, process losses at treatment plants and overflows from storage tanks.
 - Detailed treatment plant assessment
 - Conduct detailed water reticulation system, operating design parameters and needs assessment
 - Establish current water operating regulations and develop the water balance simulation model
 - Supply pumps and piping flow rates
 - Water storage reservoirs and supply requirements
- 3.1.6.2 Apparent losses which comprise unauthorised consumption and measurement and administrative inaccuracies.
 - Establish water use metering system and functionality
 - Water leaks and illegal connection
- 3.1.6.3 Water conservation and measures for the minimisation of loss or waste, the preservation, care and protection of water resources and efficient and effective use of water.
- 3.1.6.4 Demand management which refers to the adaptation and implementation of a strategy by a water institution to influence the water demand and usage of water in order to meet any of the following objectives: economic efficiency, social development, social equity, environmental protection, sustainability of water supply and services, and political acceptability
 - Establishment of future demand requirements,
- 3.1.6.5 Give details of water losses and impact on revenue finances
- 3.1.6.6 Analysis of budget requirements

3.1.6.7 Compile a Project Close out Report.

The PSP shall assess assets to the requirements of the operational demand of the supply reservoir, metering, pumps, pipe reticulation reliability and water leaks.

MISA graduate trainees will be seconded within the appointed consultant engineering offices with the purpose of gaining experience contributing to their professional registration.

3.1.7 Project Deliverables

The deliverables are derived from Item 3.1.5 and 3.1.6 above, and broadly summarized as follows;

- 1) Project Initiation and inception report,
- 2) Report on Water Treatment works operation design parameters and optimisation needs,
- 3) Report on water supply pump stations, pipe systems and networks,
- 4) Report on future water demand requirements,
- 5) Report on Water storage reservoirs and supply requirements,
- 6) Report on municipal water consumption and metering,
- 7) Report on impact of water losses on revenue finances,
- 8) Project overall reporting
- 9) Consolidated WCDM strategy/ report and Close-out report

Additional Deliverables

- Risk Management Plan
- Monthly Implementation Progress Reports
- Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders
- Test results for field tests associated with a flow measurement and or water quality
- Ad-hoc project reports

3.1.8 Legislative Requirements

The PSP must conduct due diligence and will be responsible to obtain all the required authorizations from the relevant authorities, including, but not limited to;

- General Authorization (Kopanong Local Municipality)
- Environmental Impact Assessment (if required)
- Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- Compliance with the OHS Act regulations (Rates to include for risk assessment specific to field assessments on existing infrastructure components.)

Furthermore, the PSP shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental Affairs.

3.1.9 Stakeholder's Engagement

It is important that MISA, Kopanong Municipality, DWS and other relevant stakeholders are consulted, participate on the project and give inputs on relevant stages or processes. In order to ensure stakeholder participation happens the Professional Services provider has to organise and conduct the following Meetings and or Workshops with the identified stakeholders:

1. **Inception Meeting:** to inform the stakeholders about the project, identify other relevant stakeholders and find overall view on the water services within the jurisdiction of the municipality.
2. **Data collection:** Presentation of the existing information to stakeholders for their comments.
3. **Draft WCDM Strategy/ Plan Workshop:** Presentation of the draft WCDM Strategy to stakeholders for their comments.
4. **Final Draft WCDM Strategy Workshop:** Presentation of the Final Draft WCDM Strategy accommodating the recommendations of the various stakeholders on the project. The final adoption of the WCDM Strategy will be done by Council and if need be the Service Provider may also be invited to present to the Municipal Council.

The meetings and workshops are compulsory to be attended by the necessary key stakeholders and therefore, it is important that the bidder includes the costs of conducting the meetings in the bid prices and details the cost in detailed total costs.

3.1.10 FORMATION OF PROJECT STEERING COMMITTEE

The professional services provider in consultation with MISA and the Municipality will facilitate formation of a project steering committee (PSC) in the Inception Meeting. Thereafter, the professional services provider has to organise and conduct the monthly PSC meeting and function as the Secretariat of the PSC. The PSP has to provide project progress reports to the PSC in the meetings .

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

- a) The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Free State Province. All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Free State, after approval of completed works.
- b) The PSP shall in providing the professional services observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

3.2.2 Specialist Services requirements

The Subcontractor appointed by the PSP to provide specialist study services shall:

- a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and

C3.3 MANAGEMENT

3.3.1 General

The PSP shall:

- a) Provide a monthly progress report covering the Scope or Works.
- b) Be required to participate in regular progress meetings with the client and other stakeholders.
- c) Be required to organise all relevant stakeholder meetings/ engagements/ workshops for purposes of achieving the expected project deliverables

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Regulations.

3.3.3 Programme

The PSP shall develop a programme for the project for approval by the Project Manager according to the requirements of the form of contract stated in the Contract Data.

3.3.5 Reporting

The PSP shall prepare reports as per Clause 3.3.1 and also report on support provided to MISA Young Graduate seconded through the project.

3.3.6 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by MISA.

3.3.7 Invoices

Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

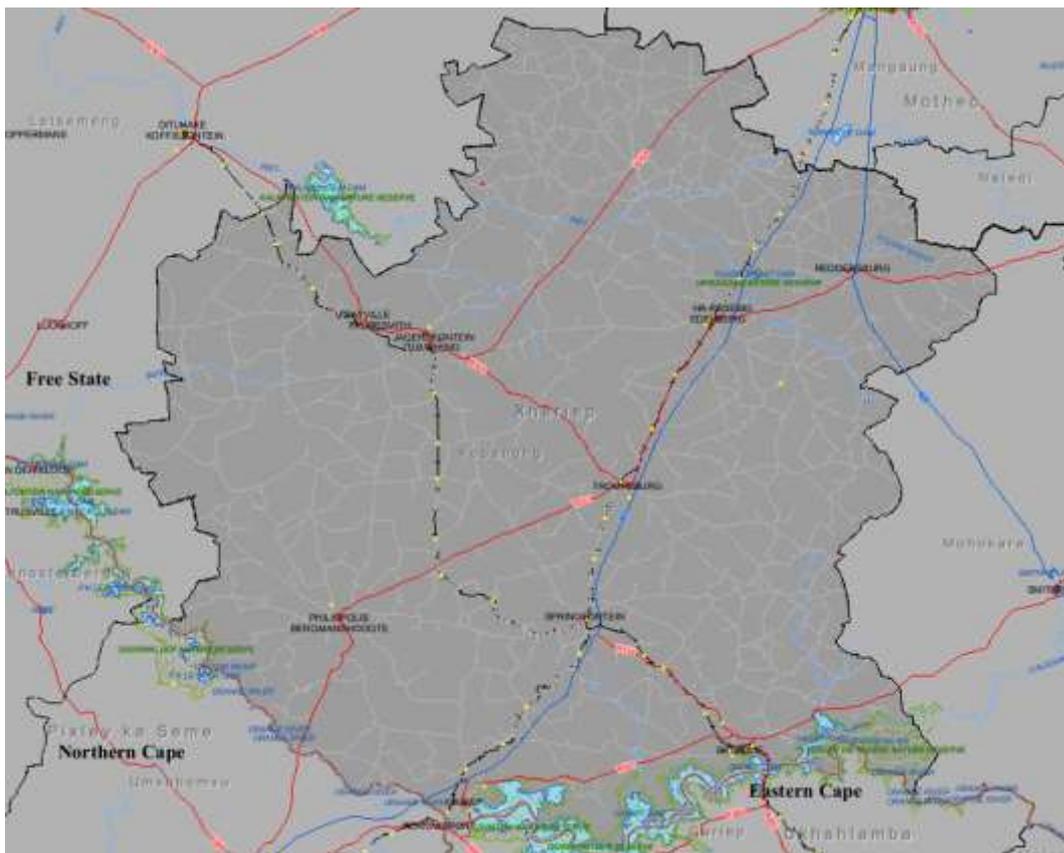
Tender no.: **MISA/WCDM/KL/034/2025/26**

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER CONSERVATION AND DEMAND MANAGEMENT PLANS FOR KOPANONG LOCAL MUNICIPALITY

PART C4: SITE INFORMATION

C4.1 Locality Plan

The locality map of the project site is as shown below;



C.4.2 Kopanong Water Supply Schemes

The figure below summarizes the basic information concerning the water supply schemes in Kopanong that must be assessed. Please note that Kopanong LM has 9 towns (highlighted in bold).

Town	Plant	Towns Supplied
Gariep Dam	Gariepdam WTW (Total Capacity of 2ML/day)	Supp lies the whole Gariep dam.
Bethulie	Bethulie WTW (Total Capacity of 12ML/day)	Supplies Bethulie, Springfontein and Trompsburg .
Edenburg	Welwedag (Total Capacity of 1600L per second)	Welwedag Supplies Edenburg and Reddersburg
Jagersfontein	Jagersfontein (Total Capacity of 4 ML/day)	Supplies Jagersfontein and Fauresmith .
Philippolis	Philippolis (Total Capacity of 1.2 ML/day)	Supplies Philippolis.

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;

B. 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 6 months (Days)	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)
DELIVERABLE 1: Project Initiation and Inception						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 1 TOTAL						
DELIVERABLE 2: Water Treatment Works, Boreholes Schemes operation design parameters and optimisation needs						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	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)
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 2 TOTAL						
DELIVERABLE 3: Water Supply pumps and piping assessments						
ACTIVITY ___:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: Future demand requirements						
ACTIVITY ___:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	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)
DELIVERABLE 4 TOTAL						
DELIVERABLE 5: Water storage reservoirs and supply requirements						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 5 TOTAL						
DELIVERABLE 6: Municipal water consumption and metering						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	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)
DELIVERABLE 6 TOTAL						
DELIVERABLE 7: Impact of water loss on revenue finances						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 7 TOTAL						
DELIVERABLE 8: Reporting (Monthly and ad-hoc reports) over project duration						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 8 TOTAL						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	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)
DELIVERABLE 9: Consolidated WCDM strategy/ report and Close-out report						
ACTIVITY __:	Contracts Manager: (Civil Engineer)					
	Electrical Engineer					
	Mechanical Engineer					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
DELIVERABLE 9 TOTAL						