



Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO:MISA/TAP/IDMS/011/2025/26

**APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE
MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT
OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD
OF 18 MONTHS.**

PROCUREMENT DOCUMENT

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

NOVEMBER 2025

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:.....

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Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of 11 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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.: MISA/TAP/IDMS/011/2025/26

APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS

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 appointment of a transactional advisor to package municipal infrastructure projects and development of business cases for funding proposals for period of 18 months.

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY HYBRID BRIEFING SESSION PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/TAP/IDMS/011/2025/26	APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS	A Briefing session will be hybrid (Physical and online) MS Teams Date: 21 November 2025 At 10:00 AM Venue: Riverside office Park , 1303 Heuwel avenue, Main Boardroom MS Teams Link: https://events.teams.microsoft.com/event/4f1982bc-4798-4d12-b2d7-ec98e09376f0@885726e5-1f67-45a6-aa31-5eb4e15c6ba0	Date: 05 December 2025 At 11:00 AM All Bid Proposals to be submitted @ MISA Head office Riverside office Park ,1303Heuwel Avenue, 1st floor Letaba House, Centurion 0046

Compulsory tender briefing session will be hybrid (Physical and online on MS Teams) on the date and time shown above unless otherwise amended later.

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.

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors information in compliance with Protection OF Personal Information Act (POPIA).

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



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Tender no.: **MISA/TAP/IDMS/011/2025/26**

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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 Mapatane 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: tenders@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	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: The tenderer: 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. Bidders must submit proof of foreign qualifications evaluation report by the South African Qualification Authority (SAQA).(if applicable) 4. 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.
4.7	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	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:
4.15	Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Identification details on the Tender package(s): 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 90 days , exclusive of closing date but inclusive of the 90 th day.

Clause number	Tender Data
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
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)	Evaluation Criteria 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. The procedure for the evaluation of responsive tenders is detailed as follows: Phase 1: Eligibility Requirements. Phase 2: Functionality Criteria Phase 3: Price and specific goals 1. <u>PHASE ONE: ELIGIBILITY REQUIREMENTS.</u> The ELIGIBILITY CREITERIA is as outlined in Clause 4.1. 2. <u>PHASE TWO: FUNTIONALITY CRITERIA:</u> TENDER WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW: 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. Bidders who fail to meet the Minimum required points in each category, as specified in Column B will result in disqualification. 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. 3. <u>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</u> The 80/20 preference points system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2022. The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

Clause number	Tender Data																				
	Allocation of points The following table shows allocation of points: <table> <tr> <th>Criteria</th><th>Points</th></tr> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </table> a) A maximum of 80 points is allocated for price on the following basis: 80/20 $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. e) Allocation of Points SPECIFIC GOALS The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF 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. The Specific goals will be allocated as per the table below: <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> <tr> <td>Who are women (51% or more)</td><td>4</td></tr> <tr> <td>Who has disability (51% or more owned)</td><td>2</td></tr> <tr> <td>Who is a youth (18 to 35 years) (51% or more owned)</td><td>8</td></tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>6</td></tr> <tr> <td>Total scored points</td><td>20</td></tr> </table>	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)	Who are women (51% or more)	4	Who has disability (51% or more owned)	2	Who is a youth (18 to 35 years) (51% or more owned)	8	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	6	Total scored points	20
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	The specific goals may include— a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. Definitions “Ownership “means the percentage ownership and control, exercised by individuals within and enterprise. “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. Means of Verification (Specific Goals) <table><tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr><tr><td>Women</td><td>Full CSD Report</td></tr><tr><td>Disability</td><td>Full CSD Report</td></tr><tr><td>Youth</td><td>Full CSD Report</td></tr><tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td></tr></table> Failure on the part of a tenderer 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.	Procurement Requirement	Required Proof Documents	Women	Full CSD Report	Disability	Full CSD Report	Youth	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								
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5.11.9	Functionality Criteria. A Tender will be DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following. 1. Bidders who fail to meet the Minimum required points in each category, as specified in Column B will result in disqualification. <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>(A) Maximum number of points</th><th>(B) Minimum number of points</th></tr><tr><td>Experience of the tenderer</td><td>Schedule 1</td><td>40</td><td>24</td></tr><tr><td>Experience of Key Personnel<table><tr><td>Project Leader</td><td>20 points</td></tr><tr><td>Civil Engineer</td><td>10 points</td></tr><tr><td>Quantity Surveyor</td><td>10 points</td></tr></table></td><td>Schedule 2</td><td>60</td><td>46</td></tr></table>	Quality criteria	Evaluation schedule	(A) Maximum number of points	(B) Minimum number of points	Experience of the tenderer	Schedule 1	40	24	Experience of Key Personnel <table><tr><td>Project Leader</td><td>20 points</td></tr><tr><td>Civil Engineer</td><td>10 points</td></tr><tr><td>Quantity Surveyor</td><td>10 points</td></tr></table>	Project Leader	20 points	Civil Engineer	10 points	Quantity Surveyor	10 points	Schedule 2	60	46
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Clause number	Tender Data				
	Economist/ Development Finance Specialist	10 points			
	Legal Expert	10 points			
	Maximum possible score for functionality (M _s)		100	70	
	Bidders must achieve the minimum required points in each category, as specified in Column B. Failure to meet the minimum threshold for any category will result in disqualification.				
5.13	Tender offers will only be accepted if: - 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; - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - 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. - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - 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; - 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. - 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 MISA may, prior to the award of the tender, cancel the tender if- due to changed circumstances, there is no longer a need for the services, works or goods requested; or (a) funds are no longer available to cover the total envisaged expenditure; or (b) no acceptable tenders are received; or (c) Tender validity period has expired; or				

Clause number	Tender Data
	(d) Gross irregularities in the tender processes and/or tender documents; or (e) No market related offer received (after attempts of negotiation processes) 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.
	TENDER AWARD 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 specific goals. E. However, in the event that two or more Tenders have scored equal point including equal preference points for specific goals, the successful tender must be the one scoring the highest points for functionality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are: A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. B. Costs incurred by Bidder 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. C. Acceptance of Bid 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. D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award Should a Tenderer a) Withdraw his Tender during the period of its validity; <u>or</u> b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u>

Clause number	Tender Data
	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; then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; 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; 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. 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. 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. E. Repudiation of Tender or Invalidation of Contract 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; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company; d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. 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. F. South African Jurisdiction

Clause number	Tender Data
	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. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. G. Amendments to Tender by Employer a) Arithmetical Errors 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): 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. b) Imbalance in Tender Rates 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. 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.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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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

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MUNICIPAL INFRASTRUCTURE SUPPORT AGENT)					
BID NUMBER:	MISA/TAP/IDMS/011/2025/26	CLOSING DATE:	01 December 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuvel Avenue Road, Riverside Office Park					
Letaba House, First Floor					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Dineo Kau		CONTACT PERSON	Ms. Goabi Moiloa	
TELEPHONE NUMBER	012 848 5300		TELEPHONE NUMBER	012 848 5300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@misa.gov.za		E-MAIL ADDRESS	tenders@misa.gov.za	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 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, 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 PIN 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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**

2.3.1 If so, furnish particulars:

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.

.....
.....

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.

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
 P_t = Price of bid under consideration
 $P_{\max}$ = 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 tender	Number of points allocated (80/20 system)
Who are women (51% or more)	4
Who has disability (51% or more owned)	2
Who is a youth (18 to 35 years) (51% or more owned)	8
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	6
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"	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 – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date		

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	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
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	APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS	
SCMU NUMBER	MISA/TAP/IDMS/011/2025/26	
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

Demonstrate knowledge and practical experience in conducting project preparation and the development of business cases for funding purposes and be able to demonstrate experience in infrastructure project preparation work, technical and financial implementation of municipal projects and structuring infrastructure finance. Appointment letters/ purchase orders with corresponding completion certificates. 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 (R50m and above)	Points per Project
a)	Demonstrated by practical track-record (Appointment letter/ purchase order with corresponding completion certificate) for <u>one project</u> with portfolio of evidence illustrating project specifications, clients, and contacts	= 8 points
b)	Demonstrated by practical track-record (Appointment letters/ purchase orders with corresponding completion certificate) for <u>two projects</u> with portfolio of evidence illustrating project specifications, clients, and contacts	= 16 points
c)	Demonstrated by practical track-record (Appointment letters/ purchase orders with corresponding completion certificates) for three projects with portfolio of evidence illustrating project specifications, clients, and contacts	= 24 points
d)	Demonstrated by practical track-record (Appointment letters/ purchase orders with corresponding completion certificates) for <u>four projects</u> with portfolio of evidence illustrating project specifications, clients, and contacts	= 32 points
e)	Demonstrated by practical track-record (Appointment letters/ purchase orders with corresponding completion certificates) for five or more projects with portfolio of evidence illustrating project specifications, clients, and contacts	= 40 points

9.3 Means of verification

Signed Appointment letter/ purchase order with corresponding completion certificate with contactable details on the client's letterhead should be included for each project for ease of reference.

Appointment letters/ purchase orders with corresponding completion certificates and business application approvals 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. The details of the project including description, tender number, contract amount, contractual dates and contract period
 - ii. The name of the municipality or organ of state that is the client or employer.
 - iii. The details of the contact person from the municipality or organ of state,

9.4 Listing of Completed Projects

Tenderers are requested to list 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.							

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
5.							

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 key personnel are indicated below and are all compliant for this contract

key personnel	Points allocation
Project Leader (Contracts Manager)	20 Points
Civil Engineer (x1)	10 Points
Quantity Surveyor (x1)	10 Points
Economist/ Developmental Finance Specialist (x1)	10 Points
Legal Expert (x1)	10 Points
Total	60 Points

10.2 Requirements

No	Key Personnel	Minimum Qualifications	Experience
1	Project Leader , (Contracts Manager)	Project Management (or) Equivalent qualification (NQF Level 7) from a recognised tertiary institution. Professional Registration	•Strong project management skills with a proven track record of undertaking large-scale of projects. •Demonstrate comprehensive knowledge in project planning, project execution, project monitoring and controlling. •Demonstrate comprehensive knowledge and understanding of government legislation, technical expertise and practical experience in planning and budget issues related to infrastructure development.
2	Civil engineer x1	B Tech or B Eng in Civil Engineering (NQF Level 7) Registered with ECSA as a Professional Engineer or Technologist	Proven technical expertise in the infrastructure design models.
3	Quantity Surveyor (x1)	B Tech or B Eng in Civil Engineering (NQF Level 7) Registered with the relevant recognised professional body	Proven technical expertise in the costing of engineering services. Demonstrate knowledge of engineering services costing models.
4	Economist/ Developmental Finance Specialist (x1)	B Degree in Economics/Development finance or related fields (NQF Level 7) Registered with the relevant recognised professional body	Proven expertise in determining the economic viability and sustainability of the projects. Demonstrate knowledge of assessing economic viability, financial structuring, financial modelling,
5	Legal Expert (x1)	B Tech or B Eng in Law qualification, LLB (NQF Level 7) Registered with the relevant recognised professional body	Proven experience in in legal environment and interpretation of legislation

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

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 Key Personnel are as follows.

10.3 Means of verification

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

Compliance will be applied; all key personnel should be made available and compliant to the minimum qualification stipulated.

Key Personnel	=	60 Total Points
1. Project Leader(Contracts Manager)	=	(20 points)
Requirements: Project Management (or) Equivalent qualification from a recognised tertiary institution.		
1.1. Qualification	=	10 Points
a) NQF Level 7	=	4 points
b) NQF Level 8	=	6 points
c) NQF Level 9 or higher	=	8 points
d) Professional Registration will be added advantage	=	2 points
1.2. Experience	=	10 Points
a) 4 years to below 6 years	=	6 points
b) 6 years to below 9 years	=	8 points
c) 9 years and above	=	10 points
3. Civil Engineer	=	(10 points)
Requirements: B Tech or B Eng in Civil Engineering or Technologist		
1.1 Qualification		5 Points
a) NQF Level 7	=	4 points
b) NQF Level 8	=	6 points
c) NQF Level 9 or higher	=	8 points
d) Professional Registration will be added advantage	=	2 points
2.2 Experience	=	5 points
a) 1year to below 2 years	=	1 point
b) 2 years to below 4 years	=	2 points
c) 4 years to below 6 years	=	3 points
d) 6 years to below 9 years	=	4 points
e) 9 years and above	=	5 points

Key Personnel	=	60 Total Points
4. Quantity Surveyor	=	10 points
Requirements: B Tech or B Eng in Civil Engineering		
4.1. Qualification	=	5 points
a) NQF Level 7	=	2 points
b) NQF Level 8	=	3 points
c) NQF Level 9 or higher	=	4 points
d) Professional Registration will be added advantage	=	5 points
4.2. Experience	=	5 points
a) 1year to below 2 years	=	1 point
b) 2 years to below 4 years	=	2 points
c) 4 years to below 6 years	=	3 points
d) 6 years to below 9 years	=	4 points
e) 9 years and above	=	5 points
5. Economist/ Development Finance Specialist	=	(10 points)
Requirements: B Degree in Economics/Development finance or related fields		
5.1. Qualification	=	5 points
a) NQF Level 7	=	2 points
b) NQF Level 8	=	3 points
c) NQF Level 9 or higher	=	4 points
d) Professional Registration will be added advantage	=	5 points
5.2. Experience	=	5 points
a) 1year to below 2 years	=	1 point
b) 2 years to below 4 years	=	2 points
c) 4 years to below 6 years	=	3 points
d) 6 years to below 9 years	=	4 points
e) 9 years and above	=	5 points
6. Legal Expert	=	(10 points)
Requirements: B Tech or B Eng in Law qualification, LLB		
6.1. Qualification	=	5 points
a) NQF Level 7	=	2 points
b) NQF Level 8	=	3 points
c) NQF Level 9 or higher	=	4 points
d) Professional Registration will be added advantage	=	5 points

Key Personnel	=	60 Total Points
6.2. Experience	=	5 points
a) 1 year to below 2 years	=	1 point
b) 2 years to below 4 years	=	2 points
c) 4 years to below 6 years	=	3 points
d) 6 years to below 9 years	=	4 points
e) 9 years and above	=	5 points

NB: It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and to provide proof of such evaluation. Failure to provide proof as mentioned above will result in your qualification not being considered.

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: _____

**C. 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

Tender no: **MISA/TAP/IDMS/011/2025/26**

**APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL
INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR
FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS**

The Contract

Reference no.: **MISA/TAP/IDMS/011/2025/26**

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:**

(Insert name and address of
organisation)

Name &
signature
of witness

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the 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

Tender no.: MISA/TAP/IDMS/011/2025/26

APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS

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 <i>Scope</i> is as given in section C3: Scope of works
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 5 days

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 <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is 18 calendar months after the start date.
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.

5 Payment

50.1	The <i>assessment interval</i> is monthly on or before the 20th day of each successive month.
50.3	The <i>expenses</i> stated by the <i>Employer</i> are

Item	Amount

• 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>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
• Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in Local Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i>	Cost limited to R 1 500 per person per day including bed and breakfast.
• Vehicle travel to, from and within Local Municipality to perform the services authorised by the Employer. Travel will be paid for authorized trips within Local Municipality and between MISA Head Offices and the Local Municipality (For Staff identified in Part 2 of the Contract Data)	in accordance with the latest Rates Department of Transport Department of Transport

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

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 <i>conditions of the contract</i> .
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4((2)	The <i>tribunal</i> 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 <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
Option X7	Delay Damages
X7.1	The <i>delay damages</i> for completion of the schedule activities of the works are R300.00 per calendar day, delay in submission of the agreed schedule report
X10	Employer's Agent
X10.1	The <i>Employer's Agent</i> is Project Manager provided by MISA Ms Goabi Moiloa Project Supervisor: Ms Judith Nkosi 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 <i>additional conditions of contract</i> 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	Project Manager/					
2	Engineering Expert (Civil Engineer/Technologist)					
3	Costing of Engineering Services (Quantity Surveyor)					
4	Economist/ Developmental Finance Specialist					
5	Legal Expert					

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)

Reference no.: **MISA/TAP/IDMS/011/2025/26**

APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS

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 Municipal offices at times.
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. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
22. 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)

Reference no.: MISA/TAP/IDMS/011/2025/26

APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS

C2.2.1 THE ACTIVITY SCHEDULE

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

Item No. 1 : - 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 : Summary: 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	Project Feasibility Studies	Sum	1		
3	Project Packaging Structuring	Sum	1		
4	Financial viability and Modelling	Sum	1		
5	Legal Compliance	Sum	1		
6	Transactional Advisory	Sum	1		
7	Reporting (Monthly and ad-hoc reports) over project duration	Sum	1		
8	Consolidated Infrastructure Packaging projects for a Municipality/ report and Close-out report	Sum	1		
Sub-Total 1					
11. Reimbursements					
11.1	Stakeholder workshops (payable based on actual cost)	Sum	1		
11.2	Subsistence and Travel, 1% of the total cost per project	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/TAP/IDMS/011/2025/26: APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS 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

Reference no.: **MISA/TAP/IDMS/011/2025/26**

**APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL
INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR FUNDING
PROPOSALS FOR PERIOD OF 18 MONTHS**

PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 Employer's Objectives

The objective is to appoint a service provider for a duration of eighteen (18) months from the date of appointment to package municipal infrastructure projects and develop business cases for funding proposals.

The project's objective is to optimize economic, social, and environmental opportunities through facilitation of better conceptualization, development, design, financing, procurement, and operation of the municipal's major infrastructure projects identified for implementation

The objective is also to test the "readiness" of a project to ensure that it would pass the decision gates of funders, reduce the time that lapses between project feasibility study and commercial close as well as procurement and importantly to ensure that the projects meet the funders' information requirements and qualifying criteria.

3.1.2 Background

Local government plays an important and significant role in the provision of services that are essential to developing the local economy and improving the living conditions of local communities, especially the poor. The Constitution commits government to take reasonable measures within its available resources to fulfil its service delivery and developmental mandates, such as ensuring that all South Africans have access to basic services through the provision of relevant infrastructure.

Infrastructure investments facilitate economic activities and enable a country to grow to its full potential. Majority of municipalities face fast-growing needs for investment in infrastructure to deliver municipal services. These investments are required to ensure access to basic services, to meet the needs of growing populations and economies, as well as to renew existing assets.

Whilst the need for infrastructure investment is huge, municipalities are facing challenges in mobilising resources that will fund the infrastructure that is required. These challenges include amongst others the inability of municipalities to borrow due to low revenue bases, transfers from national government are declining due to shrinking of fiscus and revenues from services which municipalities are providing to consumers are significantly declining as citizens curtail their consumption. Municipalities therefore need to mobilise the broadest possible range of resources (including the implementation of Public Private Partnerships "PPP") to fund infrastructure delivery. However, these sources require the availability of packaged projects.

Project packaging serves as the key enabler of a delivery process that enhances project value and accelerates time to market. It further provides for the early development of responsive new and effective financing architecture, business models, and channels for local government infrastructure development and infrastructure development in general

Problem Statement

The main sources of finance for municipal infrastructure projects has been public funds in the form of own-source revenues and intergovernmental transfers. Own-source revenues are funds that municipalities can collect themselves. They include property taxes and user fees for services. Intergovernmental transfers are grants provided by national government.

The use of own-source revenues has its limitations. For example, municipalities with large proportions of low-income residents generate little in the way of taxes or fees. Some municipalities also find it difficult to collect property taxes because of obstacles such as lack of established property rights. Given the challenging and prevailing macro-economic environment, reliance on national transfers is also not sustainable for infrastructure development. Municipalities must therefore be supported to optimize alternative sources of funding that are currently available. Most of the funding mechanism require project to be readily packaged to get traction from financiers. The packaging of the projects require specialized set of skills which most municipalities do not possess.

MISA intends to appoint a transactional advisor to support the packaging of municipal infrastructure projects and development of business cases for funding proposals, in line with its mandate of supporting the value chain of infrastructure delivery. This work is intended to support the process of accessing alternative funding mechanisms.

3.1.3 Location of proposed project

The location for the proposed work has not been identified, three Municipalities will be identified in the country.

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 municipal infrastructure advisory project packaging and network of infrastructures in the various municipal projects including all the relevant infrastructure asset data. Analysis of the infrastructure asset for packaging and development of the municipal infrastructure strategies is the cornerstone of the overall works to be performed. The project duration is estimated not to **exceed 18 months**.

3.1.5 Extent of the works and services

Project packaging is an activity that requires diverse technical competencies and knowledge. It also requires considerable financial and time resources. Over the past two decades, project packaging costs have increased substantially driven by the increasing complexity of infrastructure projects and by further requirements for implementing sustainable, resilient, and inclusive infrastructure projects. The burden is even higher considering that these costs are not usually included within the estimated investment amount and need additional funding. The work will consists of the following:

Project Identification

MISA through engagements with the municipalities, both district and local will identify at least three (3) projects to be supported with packaging and development of business cases for funding. This process will entail:

- Analysing the compendium of existing district and local municipalities plans, provincial plans and any other relevant plans (e.g. Development agencies)

- Identify project(s) (focusing on economic infrastructure, social infrastructure aligned to the endowments)
- With the agreement of the relevant municipality, prioritise strategic projects that must be considered for project packaging and business case development.

The Scope of Work required from the appointed service provider includes the following:

a) Project Definition

This stage includes conceptualizing of the business case, confirm and analysis of existing feasibility studies, determine project scope and measurable KPI's, determine financial structures for the Project(s) identified, and confirm champions and partners for the project(s). This entails an in-depth analysis of the IDP objectives, project feasibility studies and the necessary assessments or valuations to ascertain the financial, economic, social and environmental viability of the project(s) and the necessary mitigation measures to address the legal compliance issues.,

The outcome of this stage will be the assessment report.

b) Project Structuring

This stage entails the development of the detailed financial business case and capitalization plan for the Project(s). Considerations for establishing the Project(s)'s structure and financing include:

Organizational/administrative

- Develop procurement plan for the Project

Public/private financing options assessment

- Assessing the various financing options available, the funding conditions, risks involved, the risk appetite for the municipality and financiers
- Assess Project Finance options (Public, Private, PPP, BOT, etc.)
- Assess Project Finance options for strategic investment from Operators, Developers,
- Technical/engineering Impact
- Assess the technical and engineering aspects of the Project structures incl. impact on financing options
- Assess the cost and budgetary aspects of the Project and Project structures, including impact on financing options
- Assessing the impact of the cost of capital and project cost on the municipal tariffs and the willingness to pay for service for the consumers
- Conducting a thorough due diligence analysis of the project(s) utilising the feasibility reports and additional relevant information gathered to support the project and validate the technical , economic and financial viability of the project.

c) Financial Modelling

Utilising the relevant Project financing models to conduct the project analysis and appraisal to ascertain the financial viability of the project (), for the type of funding under consideration ensuring exhaustive consideration of potential costs and revenue streams. Test investment scenarios and provide evidence market testing for the model being proposed

d) Economic Modelling

Undertake the economic analysis of project(s) to ascertain its impact on the economy of the municipality and district utilising the economic net present value and economic internal rate of return indicators

e) Social Modelling

Assessing the willingness to pay for the services of communities due to the impact of the project on the tariffs. This should be a consideration in the financial modelling.

f) Legal Compliance

Conduct analysis on relevant legislations and regulations that need to be complied with and legislative approvals that are required

g) Transaction support

This stage entails the development of the business cases/proposals for funding requests. It entails managing and supporting the municipality in all aspects of the transaction processes, deal structuring, leading negotiations with the potential financiers and advising on the necessary required Council resolutions and ensuring the signed documents or agreements are accurate and comply with the MFMA, Municipal Systems Act and other appropriate legislations and regulations. It also involves thorough identification of the risks associated with the project and advising on the strategies to mitigate them

3.1.6 Project Deliverables

Deliverables and Reports Submission

The Transaction Advisor will prepare comprehensive transaction reports, the necessary draft agreements to be signed by the municipality and financier, documentation for process stage approval by the municipality or the designated official, procurement and any other compliance approval document that might be necessary.

3.1.7 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

- 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.

3.1.8 Stakeholder's Engagement

It is important that MISA, Service provider 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 infrastructure plans within the jurisdiction of the municipality.
2. **Data collection:** Presentation of the existing information to stakeholders for their comments.
3. **Draft Infrastructure Packaging Advisory Strategy/ Plan Workshop:** Presentation of the draft Plans Strategy to stakeholders for their comments.
4. **Final Draft Infrastructure Packaging Advisory Workshop:** Presentation of the Final Draft Plans Strategy accommodating the recommendations of the various stakeholders on the project. The final adoption of the Plans Strategy will be adopted 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.

3.1.9 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 project manager for the 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 project manager, 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

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.

J.N



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.: **MISA/TAP/IDMS/011/2025/26**

**APPOINTMENT OF A TRANSACTIONAL ADVISOR TO PACKAGE MUNICIPAL
INFRASTRUCTURE PROJECTS AND DEVELOPMENT OF BUSINESS CASES FOR
FUNDING PROPOSALS FOR PERIOD OF 18 MONTHS**

PART C4: SITE INFORMATION

C4.1 Locality Plan

The locality map of the project site is as shown below; **Not Identified yet**

C.4.2 Project Packages for the Municipality

