cooperative governance

Department
Cooperative Governance
REPUBLIC OF SOUTH AFRICA

MISA

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/ALM/KZN/003/2023/24

APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract –Option B: Priced Contract with Bill of Quantities)

JULY 2023

Issued by:

Acting 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: .....

MD

End User initial .....md

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS
(COGTA)

TENDER NO. MISA/ALM/KZN/003/2023/24

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MD

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS
(COGTA)

THE TENDER

TENDER NO. MISA/ALM/KZN/003/2023/24

APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

Tender Procedure: Open Tender Procedure

Based on

MISA Supply Chain Management Policy dated 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

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (COGTA)

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APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Contractors for the provision of water supply to Phembukuthula, Madwaleni 1, Madwaleni 2, Kwagimane, Ezingagwini communities in Abaqulusi LM under Zululand District.

Tenderers should have a CIDB contractor grading of **4CE** or higher.
Contracts will be based on the NEC3 Engineering and Construction Contract (Option B: Priced Contract with Bill of Quantities).

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/ALM/KZN/003/2023/24	APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE	**Zululand District Municipality** **400 Ngangane Street** **Ulundi** **KZN** **Longitude:** 31° 25′ 0″ E **Latitude:**	**31 July2021** **11.00 AM** **All Bid Proposals to be submitted to:** **1303 Heuwel Avenue, Riverside Office Park, Letaba**

		28° 19′ 0″ S **Compulsory Site Visit on 18 July 2023 at 10:00am**	**House, Centurion, PRETORIA 0046** **TEL: 012 484 5300**

A Compulsory briefing session and site visit will take place at the location and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

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

Tenders will be evaluated based on Preferential Procurement Framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2017.

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

T1.2 TENDER DATA

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. Pati Kgomo **Physical Address:** 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 **Telephone:** 012 848 5300 **Email:** lumka.tyikwe@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	**ONLY** those tenderers who satisfy the following **ELIGIBILITY CRITERIA** and who provide the required evidence in their tender submissions, are eligible to submit tenders and have their tenders evaluated: The tenderer: 1. Contractors who have a contractor grading in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **Grade 4CE or Higher** class of construction work; and 2. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 3. 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. 4. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 5. None of the documents shall contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. 6. Attendance of a briefing meeting and site visit is compulsory.
4.7	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). **No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.** Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.
4.12	No alternative tender offer will be considered.
4.13 4.15	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: **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;

Clause number	Tender Data
	4. Physical address and contact details of the tenderer; 5. Date of submission
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
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 90th day.
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 3 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)	The procedure for the evaluation of responsive tenders is **Functionality, Financial offer & Preference** as explained in the **CIDB**'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). 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:** Administrative requirements and Mandatory requirements **Phase 2:** Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality **points of 70** will then be rejected. **Phase 3:** Price and preference (80/20 system) **1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:** Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

Clause number	Tender Data
	1. Contractors who have a contractor grading in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **Grade 4CE or Higher** class of construction work; and 2. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 3. 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. 4. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 5. None of the documents shall contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. 6. Attendance of a briefing meeting and site visit is compulsory **Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):** 1. The bidder must be registered on the Central Supplier Database (CSD) prior to the award 2. All tenderer's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. 3. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE. 4. Should the tenderer intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main tenderer having submitted an original or certified copy of his/her own B-BBEE certificate. 5. A valid original or certified copy of amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 6. Tenderers which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full and have it attested by a commissioner of oaths, signed and dated before submission. Generic sector

Clause number	Tender Data

codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points.

2. PHASE TWO: TENDER/S WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:

1. The tenderer/s will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.
2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.
4. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
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. PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS

THE SPECIFIC GOALS TO BE USED FOR THIS BID WILL BE B-BBEE STATUS LEVEL CONTRIBUTOR WILL BE MEASURED AS FOLLOWS.

Points for B-BBEE Status Level of Contribution (P_p)

Maximum of **20 points** are allocated for Preferential Procurement Goals. Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of point (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Clause number	Tender Data

Points for Bid Price (*Ps*)

Maximum of 80 points are allocated to Bid Price on the following basis:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps	=	Points scored for comparative price of the Bid under consideration
Pt	=	Comparative price of the Bid under consideration
P min	=	Comparative price of lowest qualified Bid

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

Criteria	Points
POINTS ON PRICE	**80**
SPECIFIC GOALS	**20**
TOTAL	**100**

5.11.9 **A Tender scoring below <u>70 points</u> in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.**

Quality criteria	Evaluation schedule	Maximum number of points
Experience of the tenderer	Schedule 1	20
Experience of Key Personnel	Schedule 2	55
Plant and Equipment	Schedule 3	10
Approach Paper	Schedule 4	15
Maximum possible score for quality (M_s)		**100**

Clause number	Tender Data
5.11.9	Functionality criteria broken down into sub criteria: 1. Experience of the Tenderer 2. Experience of Key Personnel 3. Plant and Equipment Schedule 4. Approach Paper **Evaluation schedule 1: Experience of the Tenderer (20 Points)** The experience of the tenderer as a company (as opposed to key staff members) in the construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants as a main contractor for municipalities and other organs of state over the last 10 years. The information shall be within the previous 10 years and must only include completed projects prior to closing date for submissions. Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule. **Note: Signed completion certificate letters with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with practical/completion certificates will be evaluated.** **Note: Signed completion certificates should be included for each project. Only projects with completion certificates will be evaluated.** The scoring of the tenderer's experience will be as follows: Provide practical/completion certificates: the construction or installation of new municipal water infrastructure which includes pump stations, boreholes, storage reservoir and reticulation network. This experience must only relate to instances where the tenderer acted as the main contractor = **10 points** a) 1 projects = 2 points b) 2 projects = 4 points c) 3 projects = 6 points d) 4 projects = 8 points e) 5 or more projects = 10 points 2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1 **10 points** a) Below R1 Million = 2 points b) R 1 Million to below R 3 Million = 5 Points c) R 3 Million to below R 4 Million = 8 Points d) above R4 Million = 10 points **Total** **20 points** **Evaluation schedule 2: Experience of Key Personnel (55 Points)** *As per clause 24.1 of the NEC3 PSC , all personnel submitted by the tenderer cannot be changed without prior written approval from the employer..*

Clause number	Tender Data
	The qualifications and experience of key personnel allocated to the project responsible for various functions, on behalf of the Contractor, will be evaluated in relation to their academic and professional qualifications and experience on projects having the scope of work relevant to this project as presented in the table below. For foreign qualifications, a SAQA certificate must be submitted. *A CV of each of the key personnel of no more than 3 pages should be submitted along with the tender referring to this schedule.* *The CV and proof of qualifications (certified) of individuals will be used for evaluation of each of the personnel for this section.* The scoring of key personnel will be as below: • Contracts Manager = **15,** • Civil Engineer = **15,** • Geohydrologist = **10,** • Site Agent = **5,** • General Foreman/Supervisor = **5,** • Organisation Health and Safety Officer = **5,** • **Total 55 points** **Key Personnel** = **(55 Total Points)** **1. Contracts Manager** = **(15 points)** **1.1. Experience** = **5 points** a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points **1.2. Qualifications** = **10 points** a) National Diploma Civil Eng/Construction Management = 7 points b) Degree or B Tech or above in Civil Eng/Construction Management = 10 points **2. Civil Engineer** = **(15 points)** **2.2. Experience** = **5 points** a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) 10 years and above = 5 points **2.3. Qualifications** = **10 points** a) Degree or B Tech in Civil Eng/Construction Management = 7 points

Clause number	Tender Data		
	b) Honours Degree or above in Civil Eng/Construction Management	=	10 points
	3. Geo-Hydrologist	=	**(10 points)**
	3.1. Experience	=	**5 points**
	a) Below 5 years	=	0 points
	b) 5 to below 7 years	=	3 points
	c) 7 to below 10 years	=	4 points
	d) 10 years and above	=	5 points
	3.2. Qualifications	=	**5 points**
	a) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	4 points
	b) Honours degree or above in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	5 points
	4. Site Agent	=	**(5 points)**
	4.1. Experience	=	**2 points**
	a) Below 5 years	=	0 points
	b) 5 to below 7 years	=	1 point
	c) 7 to below 10 years	=	2 points
	4.2. Qualification	=	**3 points**
	a) Diploma in Civil Engineering	=	2 points
	b) Degree or B Tech or above in Civil Engineering	=	3 points
	5. Foreman/Supervisor	=	**(5 points)**
	a. **Experience**	=	**2 points**
	a) Below 5 years	=	0 points
	b) 5 to below 7 years	=	1 point
	c) 7 to below 10 years	=	2 points
	b. **Qualification**	=	**3 points**
	a) N6 certificate in civil engineering	=	2 points
	b) Diploma or above in Civil Engineering	=	3 points
	6. Health and Safety Officer	=	**(5 points)**
	a. Experience	=	**2 points**
	a) below 5 years	=	0 points
	b) 5 to below 10 years	=	1 point

Clause number	Tender Data

c) 10 years and above = 2 points

b. Qualification = **3 points**

a) SAMTRAC or Equivalent = 2 points

b) Diploma/degree in Health and Safety = 3 points

Schedule 3: Plant and Equipment (20 points)

Type of Equipment	Own	Hire	Total Points
TLB (1 required) (3 points)			
Tipper (10m³ minimum). (2 required) (3 points)			
Bomag type pedestrian roller. (1 required) (2 points)			
LDV (2 required) (2 points)			
Total scored			

Points for plant and equipment will only be allocated if;

1. **In case where plant is owned by the Tenderer,** Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.

2. **In case where the plant is to be hired by the Tenderer,** a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached. Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company

3. **In case where the Tenderer owns part of the required plant and part will be hired,** the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.

   Note: No other form of proof of ownership will be considered

Evaluation Schedule 4 – Approach Paper (15 points)

The approach paper must respond to the scope of work (reference: C3 Scope of work), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper should not be longer than **5 pages**. The approach paper as such needs to adhere to the following:

Table of Contents:	Listing of contents of the approach paper with page numbers and/ references to annexures (if any);
Executive Summary:	A brief summary of the whole contents of the approach paper;
Approach:	Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks for each of the activities/ deliverables as have been foreseen in 'Part C3. Scope of work', detailing at least the following:

Clause number	Tender Data
	1. Understating of Project Scope 2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities; 3. Identified project implementation Risks and Risk Management proposal; 4. Quality control mechanism to be adopted for project deliverables; 5. Construction methods The scoring of the approach paper will be as follows:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Understating of Project Scope	Demonstration of clear understanding of Project objectives (1), scope and deliverables with timeframes (1). Adequacy and appropriateness will be assessed (1). informative appropriateness of proposed approach/implementation (1) and presentation and organogram of team (1) including outline approach to be used when working with for sub-consultants (1)	6 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (1)	3 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (1) and processes (2) to ensure quality control and assurance in all phases of the project as part of the quality plan.	3 points
Construction method	Detailed explanation of step-by-step construction stages indicating the sequencing and how the works are carried out (2). These should include methods used to ensure correct occupational health and safety environment acceptable practices (1).	3 points

5.13 Tender offers will only be accepted if:

1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer has not:
   a. abused the Employer's Supply Chain Management System; or
   b. failed to perform on any previous contract and has been given a written notice to this effect;
3. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the

Clause number	Tender Data
	employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 5. the tenderer/s is registered on CSD prior to submitting bids (open tenders). Any prospective bidder found to have Tax matters not inorder 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 for further evaluation. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted with 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	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
5.17	**Cancellation and re-invitation of tenders** MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer is 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 was advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decides otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference points 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. *(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.)* D. In the event that two or more Tenders have scored equal total points, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.

Clause number	Tender Data
	E. However, in the event that two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. **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 and site visit 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; or b) Give notice of his inability to execute the Contract or fail to execute the Contract; or 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, as the case may be. 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

Clause number	Tender Data
	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. **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** 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

Clause number	Tender Data
	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.

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

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

Failure to provide information that is mandatory 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

11. Schedule 3: Plant and Equipment

12. Schedule 4: Approach Paper

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

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

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

1. The offer portion of C1.1 Form of offer and acceptance

2. Part 2 of C1.2 Contract data relevant to tenderer

3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID
SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**MISA/ALM/KZN/003/2023/24**	CLOSING DATE:	31 July 2023	CLOSING TIME:	11H00
DESCRIPTION:	APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1303 Heuwel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	**Ms. Lumka Tyikwe**				
TELEPHONE NUMBER	**012 848 5300**				
E-MAIL ADDRESS	**lumka.tyikwe@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, COMPLETE 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

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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.

[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.

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

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 invitations to bid:

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

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) Either 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 bider to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a bider, 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 organ of state.

2. DEFINITIONS

(a) **"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 biding process or any other method envisaged in legislation;

(b) **"price"** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"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

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmax	=	Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bider 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 biders: The bider must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bider)
B-BBEE STATUS LEVEL	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 biding 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;

ADDENDUM NO.	DATE	TITLE OR DETAILS

(d) recommend that the bider 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.

RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of bids have been taken into account in this bid.

SIGNATURE: ..... DATE: .....

(of person authorized to sign on behalf of the Bidder)

.....

SIGNATURE(S) OF BIDER(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:_____

B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

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:	Supplier / Service provider	Consultancy services 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 Female 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 services	R50 million	
Supplier	R50 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)	

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.

1.
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . . .

. . . ., authorised signatory of the company . . . . . .

. . . . , acting in the capacity of lead partner, to sign all documents in

connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	
SCMU NUMBER	

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 (20 points)

The experience of the tenderer as a company (as opposed to key staff members) in the construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants as a main contractor for municipalities and other organs of state over the last 10 years.

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

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

Note: Signed completion letters with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with practical/completion certificate will be evaluated.

The description should be presented in tabular form with the following headings and appended to this page. The Tenderer should submit completion certificates as a means of verification of listed projects completed. In addition, appointment letters of purchase orders should be submitted to support the listed highest value of project completed.

Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works	Contract value	Planned dates		Actual dates	
			Start	End	Start	End

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

The scoring of the tenderer's experience will be as follows:

1.Provide practical/completion certificate: the construction or installation of new municipal water infrastructure which includes pump stations, boreholes, storage reservoir and reticulation network. This experience must only relate to instance where the tenderer acted as the main contractor = **10 points**

a) 1 project = 2 points
b) 2 projects = 4 points
c) 3 projects = 6 points
d) 4 projects = 8 points
e) 5 or more projects = 10 points

2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1 **10 points**

a) Below R1 Million = 2 points
b) R 1 Million to below R 3 Million = 5 Points
c) R 3 Million to below R 4 Million = 8 Points
d) above R4 Million = 10 points

Total **20 points**

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

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

Signature .....Date:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

10. EVALUATION SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL 55 points

All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 PSC.

The qualification and experience of key personnel allocated to the project responsible for various functions, on behalf of the Contractor, will be evaluated in relation to her/ his academic and professional qualifications and experience on projects having scope of work relevant to this project as presented in the table below. For foreign qualifications, a SAQA certificate must be submitted.

A CV of each of the key personnel of no more than 3 pages should be submitted along with the tender referring to this schedule.

The CV and proof of qualifications (certified) of individuals will be used for evaluation of the each of the personnel for this section.

The scoring of key personnel will be as below:

- Contracts Manager = **15,**
- Civil Engineer = **15,**
- Geohydrologist = **10,**
- Site Agent = **5,**
- General Foreman/Supervisor = **5,**
- Organisation Health and Safety Officer = **5,**
- **Total 55 points**

Key Personnel	=	**(55 Total Points)**
5. Contracts Manager	=	**(15 points)**
1.2. Experience	=	**5 points**
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
5.2. Qualifications	=	**10 points**
a) National Diploma Civil Eng/Construction Management	=	7 points
b) Degree or B Tech in Civil Eng/Construction Management	=	10 points
6. Civil Engineer	=	**(15 points)**
6.2. Experience	=	**5 points**
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points

Key Personnel	=	**(55 Total Points)**
6.3. Qualifications	=	**10 points**
a) Degree or B Tech in Civil Eng/Construction Management	=	7 points
b) Honours Degree or above in Civil Eng/Construction Management	=	10 points
7. Geo-Hydrologist	=	**(10 points)**
3.1. Experience	=	**5 points**
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
3.2. Qualifications	=	**5 points**
a) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	**4** points
b) Honours degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	5 points
8. Site Agent	=	**(5 points)**
4.1. Experience	=	**2 points**
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	1 point
c) 7 to below 10 years	=	2 points
5.2. Qualification	=	**3 points**
a) Diploma in Civil Engineering	=	2 points
b) Degree or B Tech in Civil Engineering	=	3 points
6. Foreman/Supervisor	=	**(5 points)**
c. Experience	=	**2 points**
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	1 point
c) 7 to below 10 years	=	2 points
d. Qualification	=	**3 points**
a) N6 certificate in civil engineering	=	2 points
b) Diploma in Civil Engineering	=	3 points
7. Health and Safety Officer	=	**(5 points)**
a. Experience	=	**2 points**
a) below 5 years	=	0 points
b) 5 to below 10 years	=	1 point

Key Personnel	=	**(55 Total Points)**
c) 10 years and above	=	2 points
b. Qualification	=	**3 points**
a) SAMTRAC or Equivalent	=	2 points
b) Diploma/degree in Health and Safety	=	3 points

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

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

Signature .....Date:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

11. EVALUATION SCHEDULE 3: PLANT AND EQUIPMENT (10 points)

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must complete the table below for availability of plant and equipment.

Type of Equipment	Own	Hire	Total Points
TLB (1 required) (3 points)			
Tipper (10m³ minimum). (2 required) (3 points)			
Bomag type pedestrian roller. (1 required) (2 points)			
LDV (2 required) (2 points)			
Total scored			

Points for plant and equipment will only be allocated if;

a) **In case where plant is owned by the Tenderer**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.

b) **In case where the plant is to be hired by the Tenderer**, a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached. Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company

c) **In case where the Tenderer own part of the required plant and part will be hired,** the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.

Note: No other proof of ownership will be considered

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

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

Signature .....Date:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

12. EVALUATION SCHEDULE 4 – APPROACH PAPER (15 points)

The approach paper must respond to the scope of work (reference: C3 Scope of work), the nature of the contract, the main option that has been selected for the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper should not be longer than **5 pages**. The approach paper as such needs to:

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

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

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

1. Understating of Project Scope
2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
3. Identified project implementation Risks and Risk Management proposal;
4. Quality control mechanism to be adopted for project deliverables;
5. Construction methods

The scoring of the approach paper will be as follows:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Understating of Project Scope	Demonstration of clear understanding of Project objectives (1), scope and deliverables with timeframes (1). Adequacy and appropriateness will be assessed (1). informative appropriateness of proposed approach/implementation (1) and presentation and organogram of team (1) including outline approach to be used when working with for sub-consultants (1)	6 points
Project implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (1)	3 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (1) and processes (2) to ensure quality control and assurance in all phases of the project as part of the quality plan.	3 points
Construction method	Detailed explanation of step-by-step construction stages indicating the sequencing and how the works are carried out (2). These should include methods used to ensure correct occupational health and safety environment acceptable practices (1).	3 points

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

Signature .....Date:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

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

10. 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.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

11. 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 _____

MISA
MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ALM/KZN/003/2023/24**

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

The Contract

Based on

NEC 3:

Option B: Price contract with Bill of Quantities

MISA
MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ALM/KZN/003/2023/24**

APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

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

_____) **(in word)**

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

Signature		Date:
	_____	_____
Name		
	_____	_____
Capacity		
	_____	_____
For the tenderer:		
	_____	
Name & signature of witness	*(Insert name and address of organisation)*	Date
	_____	_____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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. Pati Kgomo
Capacity	Acting Chief Executive Officer
For the Employer	Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

Details: Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Tenderer and will form part of the contract as reflected in this schedule. The additional conditions are as follows;

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

.....

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.

C1.2 CONTRACT DATA

The *Conditions of Contract* are the core clauses and the clauses for main Option, dispute resolution option W1 and Secondary options X7, X13, X16, Z Of the NEC3 Engineering and Construction Contract (April 2013 edition) published by the Institution of Civil Engineers (ICE), copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

C1.2.1 PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Data	
1 General		
10.1	*The Employer is*	Municipal Infrastructure Services Agent
	Physical Address:	Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046
	Postal Address:	Private Bag X105, Centurion 0046
	Telephone:	012 848 5300
10.1	*The Project Manager is:* ..... **(MISA Employee)** As stated in the Contract Quality Criteria	
10.1	*The Supervisor is:* ..... **(MISA Employee)**	
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.	
11.2 (13)	The *works* are as described in Part C3.	
11.2 (14)	The following matters will be included in the Risk Register None	

Clause	Data
11.2 (15)	The *boundaries* of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The *law of the contract* is the law of the Republic of South Africa
13.1	The *language of this contract* is English
13	The *period of reply* is five working days
2	**The Parties' main responsibility**
26.1	If the *Contractor* subcontracts work, he is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
3	**Time**
30.1	The *starting date* is **14 days after the date of issuance (exclusive) of the award letter** unless otherwise agreed by the Parties.
33.1	The *completion date* for the whole of the *services* is Six **(6) Calendar Months after the start date.**
11.2(2)	The *completion date* for the whole of the *services* is as per the approved program submitted within **14 days** after appointment.
31	The *Contractor* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The *Contractor* submits revised programme at intervals no longer than 4 weeks
4	**Testing and Defects**
42	The *defects date* is 12 months after Completion of the whole of the works.
43	The *defect correction period* is two weeks after completion of the whole of the works.
5	**Payment**
50.1	The *assessment interval* is monthly on or before the 20th day of each successive month.

Clause	Data
51.1	The *currency of this contract* is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The *interest rate* is the Prime lending rate of the *Employer's* Bank.
6	**Compensation events**
60.1 (13)	The place where the weather is to be recorded is Abaqulusi LM in Zululand District Municipality.
60.1 (13)	The weather measurements to be recorded for each calendar month are • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	**Title** No data required for this section of the *conditions of contract.*
70.2	80% of the value of materials on site could be claimed by the contractor
8	**Indemnity, Insurance and Liabilities**
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2
84.2	*The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC.*

Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination
Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the *defects date.*
Loss of or damage to Equipment	The replacement cost	Till the end of the *completion date.*
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an	R5 million without limit to the number of claims	Till the end of the *completion date.*

Clause	Data		
	employee of the Contractor) caused by activity in connection with this contract.		
	Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the *completion date.*
	Professional Indemnity Insurance (Professional Civil Engineering Services)	**R3 million** without limit to the number of claims	Till the end of the completion date.
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker		
86.1	The *Employer* provides no insurance cover.		
Option W1	**DISPUTE RESOLUTION**		
W1.2	The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause 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	The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4	The *tribunal* is **arbitration**		
W1.4	The *arbitration procedure* is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body The place where arbitration is to be held is to be Advised The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body		
Option X7	**Delay Damages**		
X7	The *delay damages* for completion of the wholes of the works are **R2,000.00** per day		
Option X13	**Performance Bond**		
X13	The amount of the performance bond is **10%** of value of Contract		
Option X16	**Retention**		

Clause	Data
X16	The retention percentage is **10%**
Z	***Additional Conditions of Contract*** The *additional conditions of contract* are
Z1	**Selection and appointment of the *Adjudicator*** A Party may at any time notify 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.* The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.
Z2	**Tax invoices** **The *Contractor*'s 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 *Consultant*'s invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
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 *Contractor* 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 *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).
Z4	**Subcontractors** The *Contractor* submits the name of each proposed subcontractor to the *Employer's* representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.
Z5	**Guarantee** The maximum guaranteed sum is equal to **10** % of the total of the Prices and reduces to the following diminishing amounts:

Guarantor's liability expressed as a percentage of the total of Prices	**Period of liability**
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work

Clause	Data
	Done to Date has reached or exceeds **50** % of the total of Prices
Reducing to the guaranteed sum of **6** %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the *works*
Reducing to the guaranteed sum of **3** %	From the day after the date of Completion of the whole of the *works* and until the date of issue of the last Defects Certificate.
Reducing to the guaranteed sum of **1** %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

Transfer of rights

The *Employer* owns the *Contractor's* rights over material prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a subcontractor equivalent rights for the *Employer* over the material prepared by the subcontractor. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer*

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

Clause	Data
10.1	*The Contractor is* Name: _____ Physical Address: _____ _____ Post Code: _____ Postal Address: _____ Post Code: _____ Telephone: _____ Fax: _____ Mobile: _____ Email: _____
11.2 (8)	The Direct fee percentage is _____
11.2 (8)	The subcontracted fee percentage is _____
11.2 (18)	The working areas are the site and _____
24.1	The *Contractor's* key persons are: 1 Name: Position in the Project Team: _____ Responsibilities: _____ Qualifications: _____ Experience: _____ Physical Address: _____ _____ Post Code: _____ Postal Address: _____ Post Code: _____ Telephone: _____ Fax: _____ Mobile: _____ Email: _____

	(Please use separate pages referring to this clause for detailing this information for all *Contractor's* key persons)
11.2(14)	The following matters will be included in the Risk Register
11.2 (21)	The *bill of quantities* is .....
11.2 (31)	The tendered total of the Prices is .....
52.1	The percentage for overheads and profit added to the Defined Cost for people is . . . . . %
52.1	The percentage for overheads and profit added to other Defined Cost is . . . . . %

MISA
MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ALM/KZN/003/2023/24**

APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

C1.3 SECURITIES: PERFORMANCE BOND

(to be reproduced exactly as shown below on the letterhead of the Surety)

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

With reference to the above numbered contract made or to be made between

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

_____

on behalf of the Surety

_____

of physical address

_____

_____

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

   a) the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

   b) the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

_____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s) _____

Name(s) (printed) _____

Position in Surety company _____

Signature of Witness(s) _____

Name(s) (printed) _____

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

(to be reproduced exactly as shown below on the letterhead of the Surety)

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

With reference to the above numbered contract made or to be made between

{Insert registered name of the *Employer*} (the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

_____

on behalf of the Guarantor

_____

_____

of physical address

_____

and duly authorised thereto, do hereby undertake to pay the *Employer* forthwith on receipt of written demand from the *Employer* up to the maximum guaranteed sum of

(say) _____

R _____

in respect of amounts due by the *Contractor* to the *Employer* for whatever reason in terms of the contract between the *Employer* and the *Contractor* in respect of the *works.* The following further terms shall apply:

1 The Guarantor's liability shall be limited to the diminishing amounts of the guaranteed sum as set out below:

	Guarantor's Liability	**Period of Liability**
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the *works*
1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the *works* and until the date of issue of the last Defects Certificate.
1.4	Reducing to the guaranteed sum of: R _____	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

1.5 Thereafter this demand guarantee shall lapse.

2 The terms *Employer*, *Contractor*, *works*, Price for Work Done to Date, Completion, Defects Certificate and Party have the meaning given to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.

4 The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.

5 This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

6 The *Employer* returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed at _____ on this _____ day of _____ 20 _____

Guarantor: _____

Representative _____ Representative _____

Name (printed) _____ Name (printed) _____

Capacity	_____	Capacity	_____
As Witness	_____	As Witness	_____
Guarantor's stamp or seal	_____		

MISA
MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/ALM/KZN/003/2023/24

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 Pricing Instructions

1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 All payments are subject to re-measurement, only quantities which have been measured as completed, in terms of the Scope of Work and Specifications, will be paid. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination

9 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.

10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

11 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

12 . Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

13 For the purposes of this Bill of Quantities, 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 Tenderer tenders to do the work

Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered 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

14 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre-pass
ha	=	hectare
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

The Bill of Quantities is structured as outline below. Where there is gaps and omissions in specifications and/or BOQ the applicable Standard shall apply.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

The final design drawings and accompanying construction bill of quantities provided by the Contractor and Design Engineer, will be approved by the assigned MISA Project Manager and will be required to facilitate implementation of the tendered Schedule of Quantities below

INDEX TO BILL OF QUANTITIES

SECTION 1 PRELIMINARY AND GENERAL

SECTION 2 BOREHOLE PUMPSTATION AND RESEVOIR

A. HYDROGEOLOGICAL SERVICES

B. DRILLING OF PRODUCTION BOREHOLE

C. PUMP TEST OF PRODUCTION BOREHOLE

D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING

BILL OF QUANTITIES DOCUMENT	
PROJECT :	APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF PRODUCTION BOREHOLES WATER INFRASTRUCTURE WITHIN THE ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE– ABAQULUSI LM

SECTION 1: PRELIMINARY AND GENERAL

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
1	**SANS 1200**	**Preliminary and General**				
1.1		**Fixed Charge Items**				
1.1.1	8.3.1	Contractual requirements to cover the Contractor's costs for the provision of sureties, insurances and other requirements as NEC3 conditions of contract.	sum	1		
1.1.2	8.3.2	The Contractor to establish facilities on site as follows :				
1.1.2.1	8.3.2.1(c)	Name boards as per Specifications	No	2		
1.1.3	8.3.2.2	Facilities for the Contractor for the duration of the Contract (6 months)	Sum	1		
1.1.3.1	8.3.2.2(a)	Provide offices and storage sheds as necessary for the duration of the Contract	sum	1		
1.1.3.3	8.3.2.2(d)	Provide living accommodations for the Contractor and his employees	sum	1		
1.1.3.4	8.3.2.2(e)	Provide ablution and latrine facilities as per conditions of construction	sum	1		
1.1.3.5	8.3.2.2(f)	Supply tools and equipment as per the Contractor's requirements	sum	1		
1.1.3.6	8.3.2.2(g)	Provide water supplies, electric power and communications as necessary	sum	1		
1.1.3.7	8.3.2.2(h)	Deal with water as described in SANS 1 200 A section 5.5	Sum	1		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
1.1.3.8	8.3.2.2(i)	The Contractor to establish access road to site (Sub Clause 5.8 in SANS 1 200 A)	Sum	1		
1.1.3.9	8.3.3	Other fixed charge obligations by the Contractor that are relevant to the successful completion of the Contract (specify items)	sum	1		
1.1.4	8.3.4	The Contractor to remove site establishment upon completion of the Contract	sum	1		
1.1.5	8.8.2	Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications	sum	1		
1.2		**Time Related Items**				
1.2.1	8.4.1	Contractual requirements to cover the Contractor's costs for the 6 months duration of the contract for the providing of sureties, insurances and other requirements as stated in the Tender Document	sum	1		
1.2.2.2	8.4.2.2	Facilities for the Contractor for the duration of the 6 months Contract as stated in items 1.1.3.1 through 1.1.3.8	sum	1		
1.2.3	8.4.4	The Contractor's company and head office overhead costs for 6 months contract duration	Sum	1		
1.2.4	8.4.3	Provide supervision and services in accordance with the Guideline for Services and Processes for Persons Registered in terms of the ECSA (Act No.46 of 2000) as a project leader, lead designer, designer, cost consultant and supervising agent	Sum	1		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
1.2.5	8.4.5	Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration specify; …… …… …… ……	sum	1		
1.2.6		Allow for the provision of 3 hard copies of O&M manual	sum	1		
1.2.7	Scope of works: Part C3.1	Allow for community liaison officers (Ward 3,12,14 & 17) and compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.	Prov. Sum	15	200	R18 000
1.2.8		Compliance with OHS Act and Regulations (including the Construction Regulations 2003)	Months	6		
		Total for Section 1: P's & G's to be carried to Summary				

SECTION 2: BOREHOLE PUMPSTATION AND RESERVOIR

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
2	**Scope of works: Part C3.1**	**BOREHOLE PUMPSTATION AND RESERVOIR**				
2.1.		**A. HYDROGEOLOGICAL SERVICES**				
2.1.1.		Conduct Hydrological Investigation for all 5 borehole sites	Sum	1		
2.1.2		Siting	No.	5		
2.1.3		Drilling Supervision	No.	5		
2.1.4		Pump Test Supervision	No.	5		
2.1.5		Water Quality	No.	5		
2.1.6		Installation Supervision	months	6		
		Total Section 2 A Hydrological Services to be carried to Summary				
2.2	**Scope of works: Part C3.1**	**B. DRILLING OF PRODUCTION BOREHOLE**				
2.2.1		Establishment (Drilling)	No.	5		
2.2.2		Drilling Rig Set-up	No.	5		
2.2.3		Inter Borehole Moves	No.	5		
2.2.4		Air Percussion Drilling				
		a) 219 mm from 0 - 150m	m	200		
		b) 165 mm from 0 - 150m	m	200		
2.2.5		Development of Borehole	No.	5		
2.2.6		Filter Pack	No.	5		
2.2.7		Capping of Borehole	No.	5		
2.2.8		Mild Steel Casings	No.	5		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
		a) 177 mm O.D plain	No.	5		
		b) 177 mm O.D Perforated	No.	5		
2.2.9		Insertion or removal of casing	No.	5		
2.2.10		Reporting	No.	5		
2.2.11		Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration	Sum	1		
		Total for Section 2 B Drilling of Production Borehole to be carried to Summary				
2.3	**Scope of works: Part C3.1**	**C. PUMP TEST OF PRODUCTION BOREHOLE**				
2.3.1		Establishment (Test Pump)	No.	5		
2.3.2		Inter Borehole Moves	No.	5		
2.3.3		Set-up	No.	5		
2.3.4		Installation and removal of pump	No.	5		
2.3.5		Variable discharge Test	hours	24		
2.3.6		Constant Discharge Test	hours	24		
2.3.7		Recovery	hours	24		
2.3.8		Laying of discharge hose	hours	1		
2.3.9		Capping of borehole	hours	1		
2.3.10		Reporting	No.	5		
2.3.11		Water Sampling & Delivery to Water Laboratory	No.	5		
		Total 2 C Pump Test of Production Borehole to be carried to Summary				

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
2.4	**Scope of works: Part C3.1**	**D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING**				
2.4.1		Conduct Geotechnical Investigation	Sum	1		
2.4.2		Conduct Topographical Survey for all tank installation sites and pipeline routes	Sum	1		
2.4.3		Establishment	No.	5		
2.4.4		Installation of Submersible Pump to top of Bh	No.	5		
2.4.5		Powered water pump complete with motor, starter	No.	5		
2.4.6		Armoured Cable 6mm 3 core.	rate only	110		
2.4.7		Borehole Cable	m	110		
2.4.8		HDPE pipe 50mm	m	50		
2.4.9		HDPE pipe 40mm	m	50		
2.4.10		Float switch	sum	1		
2.4.11		Trench Digging (40 + 50 mm pipe)	m^3	6 000		
2.4.12		Tank stand, 10m above ground	No.	5		
2.4.13		10 000 litre Steel Tank	No.	5		
2.4.14		Tap with stand and cement block	No.	5		
2.4.15		Sand, crusher, cement	m3	5		
2.4.16		Borehole pump cover	No.	5		
2.4.17		Pressure Pump	No.	5		
2.4.18		Base plate for pressure pump	No.	5		
2.4.19		Electrician and certificate	sum	1		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
2.4.20		Allow for the installation of lightning protection and related appurtenances	No.	5		
2.4.21		Allow for electrical and solar panel connection to borehole sites	Sum	1		
2.4.22		Pump house and fencing (concrete palisade 20m square)	No.	5		
		Total for Section 2 D Tank stands / Tanks as Specified & Pump Installation/ Trenching / Pipe Laying to be carried to Summary				

SUMMARY OF SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES		
SECTION 1	PRELIMINARY AND GENERAL	R
SECTION 2	BOREHOLE PUMPSTATION AND RESEVOIR	
	A. HYDROGEOLOGICAL SERVICES	R
	B. DRILLING OF PRODUCTION BOREHOLE	R
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	D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING	R
	SUB-TOTAL	R
	ADD VAT (15%)	R
TOTAL	TO BE CARRIED TO FORM OF OFFER	R

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

MISA

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ALM/KZN/003/2023/24**

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING AND COMMISSIONING OF FIVE SOLAR POWERED PRODUCTION BOREHOLES IN ABAQULUSI LM UNDER ZULULAND DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE.

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

A. Employers' objectives

MISA's objective is to appoint a contractor, for the services of construction or installation of water supply schemes in communities situated in Abaqulusi LM under Zululand District Municipality, KwaZulu-Natal.

Ultimately the objective is to appoint a suitably experienced civil engineering contractor on a 'design and construct' basis to implement the specified engineering proposal. The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for the detailed design development, documentation, construction specification, contract administration and close-out, required for implementation for the provision of water supply to the communities in Abaqulusi LM under Zululand District Municipality.

B. BACKGROUND

The Zululand District Municipality is one of the ten districts and Water Service Authorities in KwaZulu-Natal. It is located on the northern regions of the KwaZulu-Natal Province, and is one of the poorest districts in the country. The district has a backlog of water infrastructure of about 21.5% and dysfunctional infrastructure at 5.9%. The district has been having service delivery challenges coupled with protests as a result of lack of and erratic water service provision. MISA was requested to provide an intervention and provide water in the areas with no access to water in villages under Abaqulusi LM in Zululand District Municipality, KwaZulu-Natal Province. Five (5) production boreholes were identified as an intervention. The project entails;

a) Siting, drilling, testing and equipping of five (5) solar powered boreholes and 2,2km of connecting pipelines in Phembukuthula, Madwaleni 1, Madwaleni 2, Kwagimane and Ezingagwini areas in various Wards of Abaqulusi LM

The primary aim of the project is to provide the communities in Abaqulusi LM under Zululand DM with the necessary water supply and storage infrastructure to ensure sustainable water supply to the communities.

Water Supply Areas	Population (Estimated)
Abaqulusi LM (Ward 3,12,14 & 17): approx. 200 households	1, 600
TOTAL	1, 600

C. OVERVIEW OF THE WORKS

The overview of the works is to supply potable water to communities in Abaqulusi LM (3,12,14 & 17) through the siting, drilling, yield testing, water quality testing, equipping and commissioning of five (5) boreholes in Abaqulusi LM (Phembukuthula, Madwaleni, Kwagimane and Ezingagwini communities) under the Zululand District Municipality in the KwaZulu-Natal Province.

D. EXTENT OF THE WORKS AND SERVICES

The extent of the works and services includes a desktop study, investigation of existing boreholes, exploration, drilling and pumping tests of the successfully drilled borehole and equipping thereof.

Main aspects to be covered include:

a) Desktop study;

b) Geophysical surveying for exploration drilling;

c) Drilling of production boreholes according but not limited to the DWS minimum standards and guidelines, and registration of the boreholes with DWS. At least 3 limiting borehole drills, pump testing and water quality tests will be provided per site over the 5 village sites. In instances where the borehole sustainable yield is less than 0.5l/s for the limiting allocation of 3 borehole drills per village, one of the boreholes will be equipped with a handpump.

d) Aquifer pumping tests of successfully drilled boreholes according but not limited to the DWS minimum standards guidelines;

e) Hydro-chemical sampling of the tested boreholes to determine the water quality status;

f) Issuing of borehole management recommendations;

g) Borehole equipping of 5 boreholes which satisfy the water and yield tests with submersible borehole pumps (yield greater than 05 l/s);

h) Installation of solar panel operated borehole pump systems;

i) Security steel box housing unit and security fence;

j) Borehole commissioning and

k) Compile borehole investigation reports

l) Preparation of an Environmental Management Plan and related environmental monitoring, auditing and reporting in accordance with NEMA, 1988 and its regulations.

m) Health & Safety monitoring, auditing and reporting in accordance with OHSA, 2003 and Construction Regulations, 2014.

n) Design development, preparation of construction drawings and as-builts for the borehole projects

o) ISD services, and any other related professional services

E. DESIGN CONSIDERATION

Desk Study

Existing borehole information from our in-house database and previous studies conducted within the defined project area will be assessed to compare yields, water levels and water quality in order to determine whether the aquifers are stable or deteriorating. Aerial photos and other data obtained from previous groundwater investigations will be studied and extrapolated to identify geological structures such as dykes, faults and lineaments that can be used for water balances sheet.

Siting

Use available and appropriate method to site the boreholes to ensure that it produces adequate yield. The location of the borehole must be at least 30-50 m away from a potential pollution source such as on-site toilets, cattle kraals or cemeteries.

Hydro-census

Borehole verification within a 1 km radius of the identified community will be conducted to verify the use of groundwater in the area. Existing boreholes and springs in the defined areas will be the direction of groundwater in the area.

Geophysical Investigation

A geophysical survey will be conducted to identify and accurately position any structural features and lithology changes which could influence groundwater movement. The geophysical survey to accurately define the positions of structural features, weathering zones and other features of significance to groundwater occurrence will comprise Electro Magnetic 34(EM-34) and magnetic profiling supported by Vertical Electrical Resistivity Soundings (VES) if required. The survey will assist in selecting sites for the drilling of groundwater boreholes.

A proton precision magnetometer (G-856 Memory-Mag.) manufactured by Geometrics will be used for the magnetic surveys as well as EM 34 manufactured by Geonics. The Magnetic and EM survey method are useful in identifying intrusive dykes and geological contact zones. A station spacing of 10 m will be used during the survey. Data from the magnetic survey will be processed and presented as profiles using spread sheets (MS Office Excel).

The magnetic traversing will be done using a proton fluid magnetometer, the magnetic survey will be run in conjunction with the EM-34 survey.

Drilling of Borehole

Groundwater boreholes will be drilled in order to facilitate aquifer parameter testing and groundwater sampling. The boreholes will be drilled using down the hole air percussion equipment. The exploration drilling will be drilled according but not limited to the DWS minimum standards and guidelines.

Borehole and aquifer parameters

The newly drilled boreholes will be subjected to aquifer testing. This will be done with the aid of positive displacement pumps, and it will entail step drawdown test to determine borehole efficiencies and constant rate test to determine the aquifer parameters and yield estimates. It is anticipated that a 24 to 72-hour constant discharge tests will be done in the respective boreholes.

Step Tests

Step drawdown tests will be performed to more clearly define the optimum yield at which the constant discharge test can be run. The tests will involve pumping each of the boreholes at four sequentially higher pumping rates each maintained for an equal length of time, generally not less than 60 minutes. The magnitude of drawdown of the water level in the borehole in response to each of these pumping rates will be measured and recorded on a time schedule as well as the actual pumping rate maintained during each step.

Constant Discharge Tests

Once the step drawdown tests have been completed each borehole will be subjected to a constant discharge test over 24 to 72 hours in order to obtain aquifer parameters such as transmissivity and Distribution.

The constant discharge tests will be performed to assess the productivity of the aquifer according to its response to the abstraction of water.

This response can be analysed to provide information in regard to the hydraulic properties of the aquifer. These tests will require the boreholes to be pumped at a single pumping rate which is kept constant for the duration of the test. The pumping rates will be set at yields which will be considered to be sustainable for the duration of the tests. The drawdown in water level in the boreholes will be measured during the course of the tests and recorded against a time schedule. Should there be any boreholes within close proximity to pumped borehole, the drawdown in water level will be measured and recorded on the same time schedule as the pumped borehole. Water level measurements will be recorded during the recovery period following the end of pumping of each borehole.

Groundwater Sampling

Groundwater samples will be collected from the tested boreholes at the end of the pump testing exercise in order to obtain a representative elementary volume of the aquifer.

These samples will be submitted to an accredited analytical laboratory for the analyses of major cation and anion distribution, pH, electrical conductivity, total alkalinity and the water quality be classified according DWA Drinking Standards as well as SANS 241-1:2015.

Protecting Ground Water

1) The site conditions and layout shall determine the feasible measures to be put in place to protect the groundwater from contamination and equipment from theft and damage.
2) The following guidelines shall be followed when determining the feasibility of protecting the borehole:
   - Where required, a pump house shall be designed so that it is easy to do repairs to the pump equipment and allow for the removal of the pipes from the borehole.
   - The perimeter fence around the borehole shall be a protected by a 20m-by-20m concrete palisade fence perimeter.

Equipping

a) <u>Borehole</u>

   i. The borehole collar is to be below ground surface.

   ii. A section of steel casing with a lockable cap should be installed around the borehole collar

   iii. The borehole name is to be painted on each borehole with a stencil.

   iv. The borehole shall be fitted with a flow meter.

   v. All boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.

   vi. Boreholes shall be disinfected where the water chemical analysis recommends action.

vii. A borehole cap shall be used to seal the borehole.

viii. The site at each borehole is to be cleaned after completion of the borehole.

b) Submersible pump

Submersible borehole pump complete with steel manhole cover.

The pump will be determined as per point number 6 above, under Drilling of Borehole.

c) Storage

i. 10 000 litres elevated steel tank
ii. 10 m above ground stand made from steel. All steel members to be painted with standard primer and oil paint application for water structures.

d) Water pipework and standpipes
All necessary pipework, connections, standpipes and ancillary works shall be implemented by the contractor even when they are not expressly mentioned in the BOQ.

e) Electrical Power Supply

Supply and Installation of solar panels to adequately operate borehole pump system.
The sizing of the solar panel installation will also be dependent on the borehole pump size and related electrical system needs.

f) Securing Borehole Area

The security fence shall meet the specifications as discussed in bullet number 2, under point 2 of ***Protecting of Ground Water*** *above and will include gates and locks.*

Commissioning

Once the boreholes are completed and functional, commissioning must be done on site with representatives of the **Zululand District Municipality** and MISA.

a) The service provider must prepare a close-out report to be submitted to MISA and the Local Municipality.

b) The service provider must provide an operational and maintenance manual for the boreholes.

c) The service provider must provide certificates of warranty for all applicable moving parts which will include pumps.

Design by Contractor

The proposed engineering solution must be signed off by the appointed Consultant either registered as a Professional Civil Engineer (Pr Eng) or Professional Civil Engineering Technologist (Pr Tech Eng) with ECSA, to ensure all deliverables are met as per the required scope of works. The final design proposal must additionally be submitted for review to the designated engineering professional from MISA before any works can begin.

The proposed engineering design strategy should allow for the following design parameters:

General design criteria and philosophy

The basic design principles as prescribed by the Red Book (Guidelines for Human Settlement Planning and Design) will generally be applied throughout the design process. This includes the calculation the water demand.

Practical and situation specific design amendments will also be considered and where justified, given precedence over Red Book dictated design guidelines, in order to ensure long term sustainability of the infrastructure.

All construction shall be according to SANS 1200 (Standardised Specification for Civil Engineering Construction).

Water demand & storage

Average water demand will be estimated according to the Red Book (Guidelines for Human Settlement Planning and Design) and more specifically to RDP standard.

The design parameters as prescribed by the Red Book (Guidelines for Human Settlement Planning and Design) will generally be applied throughout the design process.

The design parameters (assumptions) are as follows;

General parameters:

- Household content = 8 persons
- Growth = 1% per annum
- Consumption rate = 40 litres/capita/day
- Peak Factor = 3

Supply pipelines

Pipeline design parameters regarding minimum pipe gradients, diameters and cover depths, as prescribed by the Red Book (Guidelines for Human Settlement Planning and Design) will generally be applied throughout the design process.

F. PROJECT DELIVERABLES

The contractor will be responsible for the complete project implementation, including final design and implementation / construction, required to achieve the deliverables as indicated below. The contractor will therefore also be required to include the services of an ECSA registered Professional Civil Engineer (Pr Eng) or Professional Civil Engineering Technologist (Pr Tech Eng) with proven, relevant project experience, to implement the proposed engineering design and contract management in their professional capacity.

Deliverables

The successful tenderer will be requested to deliver the following during completion of the project;

a) Field observations and measurements;

b) Pumping test graphs and details;

c) Groundwater sample chemical results from accredited SANAS laboratory;

d) Appendices containing pumping test graphs and borehole management recommendations;
e) Borehole locality maps;
f) Hydrogeological investigation reports and registration of production boreholes with DWS;
g) Project Specifications, Bills of Quantities, Construction drawings, as-built drawings and social facilitation (ISD) reports;
h) Secured fully functional boreholes equipped with storage, power supply, lightning protection, pipework and stand taps;
i) Warranty and guarantee certificates for installed infrastructure;
j) Health and Safety (OHSA, 2003) and Environmental Management (NEMA, 2003) related documentation and project records;
k) Close Out Report, O & M Manual and As-built drawings.

Additional Deliverables

- Site Assessment Report and Condition Assessment Reports for the project
- Project Implementation Plan,
- Detailed Design Report and Summary of General Legislative Authorisations
- Monthly Implementation Progress Reports
- Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders
- Close-Out Report including pictures before and after the Works and a file of all Contractual Documentation.
- Approved Work Orders,
- Test results for water samples, bedding compaction and or pipe replacement (where necessary),

Legislative Requirements

The contractor 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 (DWS)
- Environmental Impact Assessment (if required)
- Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- Compliance with the OHS Act regulations (Rate to include for risk assessment specific to the COVID-19 pandemic and other adjustments to ensure compliance for the assignment including maintenance of a register for workers contacts.)

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

Location of the works

The targeted areas fall under the jurisdiction of Abaqulusi LM in Zululand District Municipality. The Locality Map for Zululand District is shown in Figure 2 below.

Figure 2: Locality Map for Zululand District

G. STANDARD SPECIFICATIONS

The Specifications on which this contract is based are the SANS 1200 Standardised Specifications (hereafter referred to as the Standard Engineering Specifications). This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

The following SANS specifications shall apply for the construction of the Works:

SANS 1 200 A	:	**General**
SANS 1 200 AB	:	**Engineers Office**
SANS 1 200 C	:	**Site Clearance**
SANS 1 200 D	:	**Earthworks**
SANS 1 200 DB	:	**Earthworks (Pipe Trenches)**
SANS 1 200 DK	:	**Gabions and Pitching**
SANS 1 200 DM	:	**Earthworks (Roads, Subgrade)**
SANS 1 200 G	:	**Concrete**
SANS 1 200 GE	:	**Precast concrete**
SANS 1 200 HA	:	**Structural Steelwork (small works)**
SANS 1 200 H	:	**Structural Steelwork**
SANS 1200 HB	:	**Cladding and Sheeting**
SANS 1 200 L	:	**Medium pressure pipelines**
SANS 1 200 LB	:	**Bedding (Pipes)**
SANS 1 200 LC	:	**Cable ducts**
SANS 1 200 MF	:	**Base**
SANS 1 200 MJ	:	**Precast paving**
SANS 1 200 MK	:	**Kerbing and channelling**
SANS 1 200 MM	:	**Ancillary Road works**
SANS 1 200 LE	:	**Stormwater drainage**
SANS 1 200 LF	:	**Erf connections**

Wherever any reference is made to the South African Bureau of Standards (SABS) in either the Bill of Quantities or the document, this reference shall be deemed to read "SANS standard"

The following SANS specifications are also applicable to this contract:

SANS 1921 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor
Part 3:	Structural Steelwork
Part 6:	HIV/AIDS Awareness

SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works and where accommodation of traffic is involved

The Tenderer is expected to be in possession of a copy of the Standard Specifications. The successful Tenderer will be required to provide a full set of the applicable standard specifications at the commencement of the Contract which is to be kept available on site at all times.

Copies of the "Standardised Specification for Civil Engineering Construction" SANS 1200 are available from the:

South African Bureau of Standards
Private Bag X191
Pretoria, 0001

H. PROJECT MANAGEMENT STRUCTURES

The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for KwaZulu-Natal Province.

All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National Office in Pretoria through the MISA Provincial Manager for KwaZulu-Natal, after approval of completed works.

Progress reporting will be required per payment certificate and should reflect progress on site.

I. TIME FRAMES

The estimated timeframe for completion of all the activities as described herein the C3: Scope of work is **6 months** from the date of start of work.

J. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

K. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The Service Provider shall provide all equipment and facilities required to provide the services relating to successful completion of the project.

L. MEASUREMENT AND PAYMENT

The P&Gs are to cover scheduled time-related items, scheduled fixed-charge and value related items, all compliance with the legislated OHS Act Requirements including all requirements in line with the Disaster Management Act relating to the prevention and management of the COVID-19 pandemic for the duration of the contract commencing from the date the Contractor establishes site in line with the contract and terminating on the date of the final inspection of the Works. Furthermore, the Contractor will maintain all relevant information of workers and visitors to facilitate effective contact tracing, if and when required.

The P&Gs are also to include full compensation at the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4, 500 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project. Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.

C3.2 General Requirements

3.2.1 Management requirements

a) The Contractor shall in providing the Works 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.

b) The Contractor shall, where design services are required, manage the implementation of packages from stage 3 and onwards in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

3.2.2 Construction requirements

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

a) Fit for their intended purpose; and

b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3.2.3 Design requirements

The Subcontractor appointed by the Contractor to provide design services shall:

a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, 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

b) Provide the services in accordance with the relevant 'Guideline Scope of Services' as per the *Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)* as a project leader, lead designer, designer, cost consultant and supervising agent.

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

a) Provide a fortnightly progress report covering the Scope or Works.

b) Be required to participate in regular progress meetings with the client and other stakeholders.

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the MISA Occupational Health and Safety Specification for Construction Works Contracts (see Annexure 2).

3.3.3 Completion strategy

a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

b) The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

3.3.4 Programme

The additional information to be shown on the programme are the dates for submission of end of stage deliverables associated with the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

3.3.5 Procurement: Promotion of secondary (developmental) procurement objectives

a) The Contractor shall achieve in the execution of a Package Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment and local labour.

b) The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

3.3.6 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Package Order.

3.3.7 Communications

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