



**cooperative  
governance**  
Department:  
Cooperative Governance  
REPUBLIC OF SOUTH AFRICA



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

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

**REPUBLIC OF SOUTH AFRICA**

**MISA/WDM/KML/948/2025/26**

**APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER  
CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL  
MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER  
METERS)**

### **PROCUREMENT DOCUMENT**

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

**JUNE 2025**

Issued by:

Chief Executive Officer

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 848 5300

**Name Tenderer:.....**



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**MISA/WDM/KML/948/2025/26**

**APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA  
LOCAL MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF  
ZONAL WATER METERS)**

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| C3 | Scope of work |
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| C4 | Site Information |
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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
(CoGTA)**

**RFQ No.: MISA/WDM/KML/948/2025/26**

**APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA  
LOCAL MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF  
ZONAL WATER METERS)**

**Tender Procedure: RFQ**

**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
- **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**
- **Preferential Procurement Regulations 2022** (Ref: government gazette no. 47452, dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

**Contract Documents**

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



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

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

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL  
MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

## **T1 TENDERING PROCEDURE**

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

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from Contractors for the Implementation of Water Conservation and Demand Management for Khai Ma Local Municipality in Northern Cape (Installation of Zonal Water Meters).

Tenderers should have a CIDB contractor grading of **2CE** 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	TENDER CLOSING DATE & TIME
MISA/WDM/KML/948/2025/26	APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)	<b>13 JUNE 2025 @11.00 AM</b>  All Bid Proposals to be submitted @ 1303, Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 548 3000

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

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

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

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

Issued by:

**Municipal Infrastructure Support Agent**

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**  
**Cooperative Governance & Traditional Affairs**

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL  
MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

**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 <b>Municipal Infrastructure Support Agent (MISA)</b> , 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: <b>Name:</b> Ms Mapatane Kgomo <b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 <b>Telephone:</b> 012 848 5300 <b>Email:</b> <a href="mailto:tenders@misa.gov.za">tenders@misa.gov.za</a>

Clause number	Tender Data
3.5	The language of communications is English
4.1	<p><b>ONLY</b> those Bidders who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>Only those Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 2CE or Higher</b> class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that, <ol style="list-style-type: none"> <li>every member of the joint venture is registered with CIDB,</li> <li>the lead partner has a contractor grading designation of <b>2CE or higher class</b> of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>2CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> </li> <li>Bidders must submit a valid CIDB Grading Certificate (2CE) or confirmation from CIDB that the bidder has applied for CIDB Grading level 2CE.</li> <li>In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid Combined CIDB Grading Certificate.</li> <li>Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register.</li> <li>Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not 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.</li> </ol>
4.7	<p>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).</p> <p><b>No Tender will be considered unless the Tenderer attends the virtual compulsory briefing session.</b></p> <p>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</p>
4.12	No alternative tender offer will be considered.
4.13  4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Reception area of MISA Offices Municipal Infrastructure Support Agent's Office</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1<sup>st</sup> Floor, Centurion, Pretoria 0046</p>

Clause number	Tender Data
	<p style="text-align: center;">Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference number of the tender;</li> <li>2. Address of the employer;</li> <li>3. Names of the tendering entity and the contact person;</li> <li>4. Physical address and contacting details of the tenderer;</li> <li>5. Date of submission</li> </ol>
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 an <b>original scanned copy</b> .
4.13.6	Telephonic, telegraphic, telex, or facsimile tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 <sup>th</sup> 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)	<p>The procedure for the evaluation of responsive tenders is <b>Functionality, Financial offer &amp; Preference</b> as explained in the <b>CIDB'S</b> Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Phase 2:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality <b>points of 70</b> will then be rejected.</p> <p><b>Phase 3:</b> Price and preference (80/20 system)</p> <p><b><u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></b></p>



Clause number	Tender Data
	<p>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</p> <ol style="list-style-type: none"> <li>1. <b>ONLY</b> those Bidders who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: Only those Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 2CE or Higher</b> class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that, <ol style="list-style-type: none"> <li>a. every member of the joint venture is registered with CIDB,</li> <li>b. the lead partner has a contractor grading designation of <b>2CE or higher class</b> of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status.</li> <li>c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>2CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> </li> <li>2. Bidders must submit a valid CIDB Grading Certificate (2CE/ME) or confirmation from CIDB that the bidder has applied for CIDB Grading level 2CE/ME.</li> <li>3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid Combined CIDB Grading Certificate.</li> <li>4. Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register.</li> <li>5. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not 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.</li> </ol> <p><b>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>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.</li> <li>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 if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate.</li> </ol>

Clause number	Tender Data
	<p>5. A valid original or certified copy of amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate verified by SANAS</b> 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>B-BBEE Certificate verified by SANAS</b> B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</p> <p>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 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.</p> <p><b><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></b></p> <ol style="list-style-type: none"> <li>1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</li> <li>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender scoring an average score below <b>70 points</b> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</li> <li>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.</li> <li>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.</li> </ol> <p><b><u>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</u></b></p> <p>During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.</p> <p>Points claimed will be according to bidder's specific goals as indicated in Table below:</p>

Clause number	Tender Data																						
	<table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>a) A maximum of 80 points is allocated for <b>price</b> on the following basis:</p> <p style="text-align: center;"><b>80/20</b></p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p>b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.</p> <p>c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</p> <p>d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.</p> <p>e) Allocation of Points</p> <p><b>SPECIFIC GOALS</b></p> <p>The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d) &amp; (e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p>The Specific goals will be allocated as per the table below:</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> </thead> <tbody> <tr> <td>Who are women (51% or more)</td><td>5</td></tr> <tr> <td>Who has disability (51% or more owned)</td><td>5</td></tr> <tr> <td>Who is a youth (18 to 35 years) (51% or more owned)</td><td>5</td></tr> <tr> <td>Location of enterprise (local equals province)</td><td>2</td></tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>3</td></tr> <tr> <td><b>Total scored points</b></td><td><b>20</b></td></tr> </tbody> </table>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Who are women (51% or more)	5	Who has disability (51% or more owned)	5	Who is a youth (18 to 35 years) (51% or more owned)	5	Location of enterprise (local equals province)	2	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	3	<b>Total scored points</b>	<b>20</b>
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	<p><b>The specific goals may include—</b></p> <p>a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.</p> <p>b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p><b>Definitions</b></p> <p><b>“Ownership</b> “means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p><b>“Disability”</b> means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.</p> <p>i) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)</p> <p>ii) A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.</p> <p>iii) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.</p> <p>iv) A person who requires an artificial limb, or</p> <p>v) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)</p> <p><b>Means of Verification (Specific Goals)</b></p> <table><tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr><tr><td>Women</td><td>Full CSD Report</td></tr><tr><td>Disability</td><td>Full CSD Report</td></tr><tr><td>Youth</td><td>Full CSD Report</td></tr><tr><td>Location</td><td>Full CSD Report</td></tr><tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td></tr></table> <p><b>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</b></p>	Procurement Requirement	Required Proof Documents	Women	Full CSD Report	Disability	Full CSD Report	Youth	Full CSD Report	Location	Full CSD Report	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report						
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5.11.9	<p><b>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</b></p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer’s Relevant Project Experience</td><td>Schedule 1</td><td>30</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>50</td></tr><tr><td>Plant and Equipment</td><td>Schedule 3</td><td>20</td></tr><tr><td></td><td></td><td></td></tr><tr><td colspan="2"><b>Maximum possible score for quality (Ms)</b></td><td><b>100</b></td></tr></table>	Quality criteria	Evaluation schedule	Maximum number of points	Tenderer’s Relevant Project Experience	Schedule 1	30	Experience of Key Personnel	Schedule 2	50	Plant and Equipment	Schedule 3	20				<b>Maximum possible score for quality (Ms)</b>		<b>100</b>
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Clause number	Tender Data
5.13	<p>Before award, successful Tenderers will be accepted only if:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The tenderer is not prohibited in terms of any legislation from submitting a tender.</li> <li>3. The tenderer demonstrated that they have capacity and capability to complete the works.</li> <li>4. The tenderer does not pose a risk to the employer such as not having capacity in the chosen region.</li> <li>5. The Tenderer submitted realistic financial offers which are market related.</li> <li>6. The tenderer has not: <ol style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect</li> <li>c. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ol> </li> </ol>
5.14	<p>Only one signed copy of the contract will be provided by the employer to successful Tenderer after award during handover meeting.</p>
5.17	<p>The additional conditions of tender are:</p> <p>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.</p>
5.17	<p><b>Cancellation and re-invitation of tenders</b></p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received; or</li> <li>(d) Tender validity period has expired; or</li> <li>(e) Gross irregularities in the tender processes and/or tender documents; or</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ol> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;"><b>TENDER AWARD</b></p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p>

Clause number	Tender Data
	<p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for Specific Goals</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for Specific Goals, the successful tender must be the one scoring the highest points for Functionality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p><b>A. Joint Venture</b></p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder.</b></p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p><b>C. Acceptance of Bid</b></p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p><b>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</b></p> <p style="padding-left: 40px;"><b>Should a Tenderer</b></p> <p style="padding-left: 40px;">a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p style="padding-left: 40px;">b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p>

Clause number	Tender Data
	<p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <ul style="list-style-type: none"> <li>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</li> <li>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;</li> <li>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.</li> </ul> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. Repudiation of Tender or Invalidation of Contract</b></p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> <li>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;</li> <li>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;</li> <li>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company;</li> <li>d) to refrain from Tendering for this Contract;</li> </ul>

Clause number	Tender Data
	<p>e) as to the amount of the Tender to be submitted by either party;</p> <p>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p><b>F. South African Jurisdiction</b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ol style="list-style-type: none"> <li>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</li> </ol> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such</p>



Clause number	Tender Data
	<p>evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

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

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MALOCAL  
MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

## **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 comply with eligibility criteria above 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

**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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	MISA/WDM/KML/948/2025/26		CLOSING DATE:		CLOSING TIME:
DESCRIPTION:					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

### PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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<sup>1</sup> 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

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<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **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<sup>2</sup> 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.

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



3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

### 3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE 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**

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

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

- (a) Price, and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof 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 bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

- (a) “Ownership” means the percentage ownership and control, exercised by individuals within

and enterprise

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

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:

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

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 bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
- 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
  - any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	5	
Who has disability (51% or more owned)	5	
Who is a youth (18 to 35 years) (51% or more owned)	5	
Location of enterprise (local equals province)	2	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	3	
<b>Total scored points</b>	<b>20</b>	

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

**(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)**

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

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

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

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

- The Enterprise is \_\_\_\_\_% Black Owned

- The Enterprise is \_\_\_\_\_ % Black woman Owned
- The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - o Black Youth % \_\_\_\_\_ %
  - o Black Disabled % \_\_\_\_\_ %
  - o Black Unemployed % \_\_\_\_\_ %
  - o Black People living in Rural areas % \_\_\_\_\_ %
  - o Black Military Veterans % \_\_\_\_\_ %

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

Date: \_\_\_\_\_ Deponent Signature: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature & stamp

Date: \_\_\_\_\_



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

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPR 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>		
<b>Trading Name (If Applicable):</b>		
<b>Registration Number:</b>		
<b>Enterprise Physical Address:</b>		
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>		
<b>Nature of Construction Business:</b>	Supplier / Service provider	Consultancy services Supplier
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>Before 27 April 1994; or</li> <li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol>	

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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (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.

Date: \_\_\_\_\_ Deponent Signature: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp  
Date: \_\_\_\_\_

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

(ATTACH HERE)

## **6. VALID CERTIFICATES OF A TENDERER**

(ATTACH HERE)

## 7. RESOLUTION FOR SIGNATORY

### A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

#### WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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

## 8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

<b>PROJECT TITLE</b>		
<b>SCMU NUMBER</b>	<b>MISA/WDM/KML/948/2025/26</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....

## 9. EVALUATION SCHEDULE 1: TENDERER'S RELEVANT PROJECT EXPERIENCE (30 points)

The experience of the tenderer as a company (as opposed to key staff members) in Construction of zonal water supply and reticulation projects including installation of zonal water meters as a main contractor for municipalities and other organs of state over the last 10 years.

### a) Points Scoring

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

*Table : Project points allocation*

No	Project Value	Points per Project
a)	R30 001 – R500 000	2 points
b)	R500 001 – R1 000 000	4 points
c)	R1 000 001 and R3 000 000	6 points

b) **Means of Verification:** Bidders are requested to submit reference letters

- Reference letters must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state

### c) Listing of Completed Projects

Bidders are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

## SCHEDULE OF COMPLETED PROJECTS

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



No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
5.							

**MISA reserves the right to verify all information presented by the Bidder.**

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER.**

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

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

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

Enterprise Name:.....

## 10.EVALUATION SCHEDULE 2: EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL (50 points)

### A) Summary

Total Points 50 points for key personnel is allocated as follows

No	Key Personnel Description	Total Points
1	Contracts Manager – Team Leader	20
4	Site Agent	15
5	Plumber	10
6	Construction Health and Safety Officer (CHSO)	5
	<b>TOTAL</b>	<b>50</b>

### b) Requirements

The experience of the key personnel who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the **Part C3: Scope of work** from three different points of view:

- 1) General experience (total duration of work activity), level of education, training and positions held.
- 2) The education, training, skills, experience and knowledge of issues which are pertinent to the **Part C3: Scope of Work**.
- 3) The experience of the key personnel must be post-qualification

**For Noting:** All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 ECC

### c) Means of Verification:

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

### d) Listing of Key Personnel

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

**e) Scoring**

The scoring of the key personnel will be as follows:

**RESOURCE A: CONTRACTS MANAGER (20 points)**

**Requirements;**

- Minimum Qualification – National Diploma in Civil or Mechanical Engineering
- Minimum experience - 5 years post Minimum Qualification

**Qualifications for Contracts Manager**

**10 points**

- |  |   |           |
|--|---|-----------|
| a) National Diploma in Civil or Mechanical Engineering           | = | 5 points  |
| b) Degree or B Tech in Civil or Mechanical Engineering and above | = | 10 points |

**Number of years of relevant experience 10 points**

- |                       |   |           |
|-----------------------|---|-----------|
| a) Below 5 years      | = | 0 points  |
| b) 5 to below 7 years | = | 5 points  |
| c) 7 to below 9 years | = | 7 points  |
| d) 9 years and above  | = | 10 points |

**RESOURCE B: SITE AGENT (15 POINTS)**

**Requirements;**

- Minimum Qualification - N6 in Civil or Mechanical Engineering
- Minimum experience - 3 years post Minimum Qualification

**Qualifications for Site Agent 5 points**

- |   |   |          |
|---|---|----------|
| a) N6 in Civil or Mechanical Engineering                | = | 3 points |
| b) Diploma in Civil or Mechanical Engineering and above | = | 5 points |

**Number of years of relevant experience 10 points**

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

**RESOURCE C: PLUMBER (10 POINTS)**

**Requirements;**

- Minimum Qualification – National Certificate: Construction Plumbing (NQF level 3)
- Minimum experience - 3 years post Minimum Qualification

**Qualifications for a Plumber 5 points**

- |  |            |
|--|------------|
| a) National Certificate: Construction Plumbing (NQF level 3) | = 3 points |
| b) National Certificate: Construction Plumbing (NQF level 4) | = 5 points |

**Number of years of relevant Experience 5 points**

- |                       |   |          |
|-----------------------|---|----------|
| a) Below 3 years      | = | 0 points |
| b) 3 to below 6 years | = | 3 points |
| c) 6 years and above  | = | 5 points |

**RESOURCE D: HEALTH AND SAFETY OFFICER (5 POINTS)**

**Requirements.**

- Minimum Qualification SAMTRAC
- Minimum experience 3 years after Minimum Qualification

**Number of years of relevant experience (as a health and safety officer in construction projects). 3 points**

- |                       |   |          |
|-----------------------|---|----------|
| a) Below 3 years      | = | 0 points |
| b) 3 to below 6 years | = | 1 points |
| c) 6 years and above  | = | 3 points |

**Qualifications for Health and Safety Officer 2 points**

- |            |   |          |
|------------|---|----------|
| a) SAMTRAC | = | 2 points |
|------------|---|----------|

**SCHEDULE OF KEY PERSONELL**

No	Key Personnel	Name and Surname	Qualifications	Total Number of years of experience after Qualification
1	Contracts Manager			
2	Site Agent			
3	Plumber			
4	Construction Health and Safety Officer			

**Means of Verification:** Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table

**MISA reserves the right to verify all information presented by the Bidder.**

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERRING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.**

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

Name of Bidder: .....Date: .....

Signature: .....Position: .....

Full name of signatory: .....

## 11. EVALUATION SCHEDULE 3: PLANT AND EQUIPMENT (20 points)

### a) Requirements

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

Type of Equipment	Total Points
Temping rammer (1 required) (10 points)	10
LDV(Bakkie) (1 required) (10 points)	10
<b>Total scored</b>	<b>20</b>

### b) Means of verification

1. **In cases where plant is owned by the Bidder**, 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 must be attached.
2. **In cases where the plant is to be hired by the Bidder**, a letter from a Plant Hire Company addressed to the Bidder with reference to this project clearly indicating the list of plant to be hired must be attached.
3. **In cases where the Bidder owns part of the required plant and part will be hired**, the Bidder must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.
4. **In cases where proof of ownership cannot be provided in the form of E-Natis registration documents** due to the **nature** of the plant and equipment, a supplier invoice in the name of the bidder or there hiring company will be acceptable as proof of ownership.

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

### c) Listing of required plant and equipment

Bidders are requested to list required plant and equipment by completing **SCHEDULE OF PLANT AND EQUIPMENT** appended to this schedule on the next page.

<b>SCHEDULE OF PLANT AND EQUIPMENT</b>
--

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	Temping rammer (1 required) (10 points)	1	10		
2.	LDV (Bakkie)(1 required) (10 points)	1	10		
	<b>Total</b>		<b>10</b>		

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERRING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.**

**MISA reserves the right to verify all information presented by the Bidder.**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of the Schedule 3 presented by the Bidder are within his/her personal knowledge and are to the best of his/her knowledge both true and correct

Signed

Date

Name

Position

Enterprise name



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

**12. 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

### 13. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

*Tenderer*



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**  
**Cooperative Governance & Traditional Affairs**  
**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER  
CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY IN  
NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

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## The Contract

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Based on

NEC 3:

ECC: Option B: Price contract with Bill of Quantities



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**  
**Cooperative Governance & Traditional Affairs**

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER  
CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY IN  
NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

**1 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.

Total Amount: ..... (in figure),  
.....  
.....(in words).

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(s)

Name(s)

Capacity

For the  
tenderer:

.....  
(Insert name and address of

Name & organisation)

signature of  
witness

Date

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

**Part C2** Pricing Data

**Part C3** Scope of Work

**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(s)

Name(s)

Capacity

**for the  
Employer**

Name & .....  
signature of  
witness

.....

## 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.





**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER  
CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY  
IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

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## The Contract

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Based on

NEC 3:

ECC: Option B: Priced Contract will Bill of Quantities

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE  
IMPLEMENTATION OF WATER CONSERVATION AND DEMAND  
MANAGEMENT FOR KHAI MALOCAL MUNICIPALITY IN NORTHERN  
CAPE (INSTALLATION OF ZONAL WATER METERS)**

**C1.2 Contract data**

The *Conditions of Contract* are the core clauses and the clauses for main **Option B**, 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
<b>1 General</b>	
10.1	<p><i>The Employer is</i> Municipal Infrastructure Services Agent</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
10.1	<i>The Project Manager is: Mr. Walter Moroane</i>
10.1	<i>The Supervisor is: Mr Rafeek Louw</i>
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 <i>works</i> are as described in Part C3.

Clause	Data
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The <i>boundaries</i> 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 <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13	The <i>period of reply</i> is five working days
<b>2</b>	<b>The Parties' main responsibility</b>
26.1	If the <i>Contractor</i> 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.
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is <b>14 days after the date of issuance (exclusive) of the award letter.</b>
33.1	The access date is on or a day after the inception meeting.

Clause	Data
11.2(2)	The <i>completion</i> date for the whole of the services is <b>Three (3) Calendar Months</b> after the start date.
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The <i>Contractor</i> submits revised programme at intervals no longer than 4 weeks
<b>4</b>	<b>Testing and Defects</b>
42	The <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is two weeks after completion of the whole of the works.
<b>5</b>	<b>Payment</b>
50.1	The <i>assessment interval</i> is monthly on or before the 20 <sup>th</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
<b>6</b>	<b>Compensation events</b>
60.1 (13)	The place where the weather is to be recorded is Khai Ma Local Municipality, Namakwa District.
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> <li>• The cumulative rainfall (mm)</li> <li>• The number of days with rainfall more than 5mm</li> </ul>
<b>7</b>	<b>Title</b>
	No data required for this section of the <i>conditions of contract</i> .

Clause	Data
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 <i>defects date</i> .
Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .
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 employee of the Contractor) caused by activity in connection with this contract.	<b>R3 million</b> without limit to the number of claims	Till the end of the <i>completion date</i> .
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever	Till the end of the <i>completion date</i> .

Clause	Data		
		the Consultant deems desirable in addition	
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R 0 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 <i>Employer</i> provides no insurance cover.		
9	<b>Termination</b> There is no Contract Data required for this section of the conditions of contract.		
10	<b>Data for main Option clause</b>		
B	<b>Priced Contract with Bill of Quantities</b>		
Option W1	<b>DISPUTE RESOLUTION</b>		
W1.2	The <i>Adjudicator</i> 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).		
W1.2	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).		
W1.4	The <i>tribunal</i> is <b>arbitration</b>		
W1.4	The <i>arbitration procedure</i> 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 3 if the Parties cannot agree a choice or 4 if the <i>arbitration procedure</i> does not state who selects an arbitrator, is		

Clause	Data
	the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
<b>Option X7</b>	<b>Delay Damages</b>
X7	The <i>delay damages</i> for completion of the wholes of the works are <b>R1,000.00</b> per day
<b>Option X13</b>	<b>Performance Bond</b>
X13	The amount of the performance bond is <b>5%</b> of value of Contract
<b>Option X16</b>	<b>Retention</b>
X16	The retention percentage is <b>5%</b>
<b>Z</b>	<b><i>Additional Conditions of Contract</i></b>
	The <i>additional conditions of contract</i> are
<b>Z1</b>	<p><b>Selection and appointment of the <i>Adjudicator</i></b></p> <p>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i>. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.</p>
<b>Z2</b>	<p><b>Tax invoices</b></p> <p><b>The <i>Contractor's</i> invoice.</b></p> <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>The Employer makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>

Clause	Data										
Z3	<p><b>Acts or omissions by mandatories</b></p> <p>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).</p>										
Z4	<p><b>Subcontractors</b></p> <p>The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> 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.</p>										
Z5	<p><b>Guarantee</b></p> <p>The maximum guaranteed sum is equal to <b>5%</b> of the total of the Prices and reduces to the following diminishing amounts:</p> <table border="1"> <tr> <th>Guarantor's liability expressed as a percentage of the total of Prices</th><th>Period of liability</th></tr> <tr> <td>Maximum guaranteed sum of <b>5 %</b></td><td>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 <b>50 %</b> of the total of Prices</td></tr> <tr> <td>Reducing to the guaranteed sum of <b>3 %</b></td><td>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 <i>works</i></td></tr> <tr> <td>Reducing to the guaranteed sum of <b>2 %</b></td><td>From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.</td></tr> <tr> <td>Reducing to the guaranteed sum of <b>1 %</b></td><td>From the day after the date of issue of the last Defects Certificate and up to and including</td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability	Maximum guaranteed sum of <b>5 %</b>	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 <b>50 %</b> of the total of Prices	Reducing to the guaranteed sum of <b>3 %</b>	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 <i>works</i>	Reducing to the guaranteed sum of <b>2 %</b>	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.	Reducing to the guaranteed sum of <b>1 %</b>	From the day after the date of issue of the last Defects Certificate and up to and including
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability										
Maximum guaranteed sum of <b>5 %</b>	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 <b>50 %</b> of the total of Prices										
Reducing to the guaranteed sum of <b>3 %</b>	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 <i>works</i>										
Reducing to the guaranteed sum of <b>2 %</b>	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.										
Reducing to the guaranteed sum of <b>1 %</b>	From the day after the date of issue of the last Defects Certificate and up to and including										



Clause	Data
	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 right 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	<p><i>The Contractor is</i></p> <p>Name: _____</p> <p>Physical Address: _____</p> <p>_____ Post Code: _____</p> <p>Postal Address: _____ Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p>
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	<p>The <i>Contractor's</i> key persons are:</p> <p>1 Name: _____</p> <p>Position in the Project Team: _____</p> <p>Responsibilities: _____</p>

---

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)

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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 ..... %

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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**  
**Cooperative Governance & Traditional Affairs**

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER  
CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY  
IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)**

**1.1 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

*(the Employer)*

**{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)

1.2

1.3

**1.4 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:

1.5

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)*

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

*(the Contractor)*

**{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:

	<b>Guarantor's Liability</b>	<b>Period of Liability</b>
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 <i>works</i>
1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the <i>works</i> 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 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
at \_\_\_\_\_

Guarantor:

Representative \_\_\_\_\_ Representative \_\_\_\_\_

Name (printed) \_\_\_\_\_ Name (printed) \_\_\_\_\_

Capacity \_\_\_\_\_ Capacity \_\_\_\_\_

As Witness \_\_\_\_\_ As Witness \_\_\_\_\_

Guarantor's  
stamp or seal

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## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

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

**MISA/WDM/KML/948/2025/26**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF  
WATER CONSERVATION AND DEMAND MANAGEMENT FOR KHAI MA LOCAL  
MUNICIPALITY IN NORTHERN CAPE (INSTALLATION OF ZONAL WATER  
METERS)**

## **PART C2: PRICING DATA**

### **INDEX**

<b>PART C2: PRICING DATA.....</b>	<b>303</b>
<b>C2.1 PRICING INSTRUCTIONS .....</b>	<b>303</b>
<b>C2.2 SCHEDULE OF QUANTITIES .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## **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:
- 15 All items in the Bill of Quantities include all the resources, materials, tools & equipment as well as labour required to execute the work to completion. Where the Scope of Work requires detailed drawings and designs from the Contractor 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.

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass

ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -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

BILL OF QUANTITIES	
PROJECT:	PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMANDMANAGEMENT FOR KHAI MA LOCAL MUNICIPALITY IN THE NORTHERN CAPE (INSTALLATION OF ZONAL WATER METERS)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	COST
1.	<b><u>PRELIMINARY &amp; GENERAL ITEMS</u></b>				
1.1	Contractual Obligations	Sum	1		
1.2	Site Establishment, Maintenance of Site & De-establishment	Sum	1		
1.3	Compliance with Occupational Health Safety Act	Sum	1		
1.4	Payment for Community Liaison Officer for period of 3 months	Prov. Sum	1	35 000	35 000
1.5	Accredited Training for Meter Installation	Prov. Sum	1	35 000	30 000
1.6	Contractor's Profit & Attendance on 1.4 & 1.5 above	%	70 000		
1.7	Installation of Name Board	No.	1		



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	COST
	<b>Sub-Total 1: Preliminary and General (To be carried to summary)</b>				
<b>2.</b>	<b><u>PELLA</u></b>				
	Supply, Install and Test Electro Magnetic flow meter* zonal water meters on 200mm Diameter pipe, complete with all fittings, (specials, adaptors, additional pipe material, include reducing valve where required, pipes (where required), flanges and flange adaptors, gaskets, bolts, washers, nuts, welding (where required) or and lockable chambers;) backfilling and compacting for (Location):				
2.1	Water Service Provider - Pella (Battery Powered Unit) – 300mm Diameter Pipe	No.	1		
2.2	New Reservoir outlet - (Battery Powered Unit)	No.	1		
2.3	Existing Reservoir outlet - (Battery Powered Unit)	No.	1		
2.4	Remote Vaal Water Check Meter - (Battery Powered Unit) 250mm Diameter Pipe	No.	1		
2.5	Provision, installation and training of Metering device software with all required accessories (Incl. Support for 12 months)	No.	1		
2.6	Supply, Install and test Electro Magnetic flow meter* zonal water meters on the Diameter pipe listed below, complete with all fittings, (specials, adaptors, additional pipe material, include reducing valve where required, pipes (where required), flanges and flange adaptors, gaskets, bolts, washers, nuts, welding (where required) or and lockable chambers;) backfilling and compacting for:				
2.6.1	300mm Diameter	No.	1		Rate Only

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	COST
2.6.2	200mm Diameter	No.	1		Rate Only
2.6.3	160mm diameter	No.	1		Rate Only
2.6.4	75mm diameter	No.	1		Rate Only
	Sub-Total 2: Pella (To be carried to summary)				
Electro Magnetic flow meter* Specification can be found in Annexure C – Water Meter Specification on page 84					
*Note: All meter sizes and quantities must be verified before placing an order.					
3	ENGINEERING SERVICES				
3.1	Professional Engineering services for Level 1: Periodic Construction Monitoring & Disbursements for the entire scope of work (Part C3)	Month	3		
	Sub-Total 3: Engineering Services to be carried to summary				

## Summary of BOQ

Item	Description	Amount (R-c)
1	Sub-Total 1 Preliminary and General	
2	Sub-Total 2 Pella	
3	Engineering Services	
	<b>Sub-Total</b>	
	<b>Add 15% Vat</b>	
	<b>Total to be carried to the Form of Offer and Acceptance</b>	

Note: This project is not a labour-intensive project. The Contractor must allow for minimum two (2) local general workers to work and be trained on the project. The minimum rate of payment is R 350 per day. The general workers must be taken from the area where the meters are being installed, in line with Municipal labour employment policies. Moving the same team from one area to the next will not be acceptable

Signed

Date

Name

Position

*Enterprise name*



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**PART C3: SCOPE OF WORK**

### **C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

## **2 DESCRIPTION OF WORKS**

### **2.1 Background**

#### **2.1.1 Project Background**

Khai Ma Local Municipality is a Category B municipality situated within the Namakwa District in the Northern Cape Province of the Republic of South Africa. It is bordered by Kai Garieb Local Municipality in the north, Nama Khoi Local Municipality in the south, the country of Namibia in the east and Hantam Local Municipality in the west. It is one of the six municipalities that make up the district, accounting for 12% of its geographical area. It covers an area of 15 715km<sup>2</sup>. It is composed of the following administration units; Pofadder, Aggeneys, Pella, Witbank and Onseepkans. Khai Ma Local Municipality is both a Water Services Authority and Water Services Provider. It therefore has a responsibility of providing sustainable and reliable portable water supply for its jurisdiction.

The municipality planned to implement a water conservation & water demand management (WC/WDM) programme commencing from the 2022/23 financial year (FY). A WC/WDM plan was recently developed by Municipal Infrastructure Support Agent (MISA) in conjunction with the municipality. However, there was no funding available to implement the programme.

In its 2023/24 FY, MISA availed a budget to assist the Municipality in the installation of Zonal Water Meters.

#### **2.1.2 Project Location**

The target area falls under the jurisdiction of the Khai Ma Local Municipality in Namakwa District of Northern Cape Province. Pofadder is the seat of the Municipality offices with coordinates 29°07'46.48"S and 19°23'54.77"E.

#### **2.1.3 Beneficiaries**

The installation of zonal water meters will be done throughout the Khai Ma Local Municipality which has a population of 12 465 people according the 2011 Statistics Census.

## **3 EMPLOYERS OBJECTIVES**

MISA's objective is to appoint a contractor for the installation of Zonal Water Meters in Khai Ma Local Municipality, Namakwa District in the Northern Cape Province.

Ultimately the objective is to appoint a suitably experienced civil engineering or mechanical engineering contractor to implement the works.

#### 4 PURPOSE

The project is aimed at eliminating water losses in the water supply systems to ensure adequate water supply to Communities. The programme will realise accurate water balancing and enhanced revenue collection.

#### 5 OVERVIEW OF THE WORKS AND SERVICES

The project involves installation and replacement of approximately 4 Magflow zonal water meters. The contractor will be responsible for the complete project implementation.

#### 6 EXTENT OF THE WORKS

The extent of works include Supply, Install and test Magflow zonal water meters on 200mm (unless otherwise stated in BoQ) Diameter pipe (include reducing valve where required, pipes (where required), flanges and flange adaptors, gaskets, bolts, washers, nuts, welding (where required) or and lockable chambers;) at Pella Khai Ma Local Municipality.

The Contractor will be responsible for exposing all the pipework to assess and confirm the pipe sizes and meter positioning, as required by the Client. The rate for doing so must be built in the bill of quantities rate.

The project duration from site handover to certificate of completion shall be **three (3) calendar months**.

#### 7 ELECTRO-MAGNETIC METERS SPECIFICATION.

The Water Meter must be of the Precision Electromagnetic flow meter type or similar approved (SANAS Accreditation including Annexure A to be included) with the following capabilities: -

##### **Performance Specification**

- Meter Sizes: DN15mm to DN3000mm.
- Accuracy: +0.5%, +0.3% are selectable.
- Flow Velocity: 0.1 to 15mls.
- Medium Temperature Range: -20°C to +160°C.
- Ambient Temperature: -25°C to 60°C.
- Meter to have multiple communication options including Pulse, 4-20 mA, RS485 and Modbus.
- Meter must not be affected by magnetic interference. (Tampering).
- Power supply: battery powered / 240v.

- Lithium battery must be replaceable on site and have a  $\pm 8$  year working life under normal working conditions.
- Meter to have a working pressure of 1 600 kPa.
- Each Meter must be backed with a 1-year warranty against faulty workmanship and/or materials.
- Body Material: Carbon steel
- Flange Material: Carbon steel galvanized or coating,
- Electrode with shielding case for stable signal.
- Electrode material: SUS316, Hastelloy C, Titanium, Tantalum etc
- Electrode type: General type, scraper type and replaceable type.
- Liner material: Teflon, PFA, F46, Neoprene, Polyurethane.
- Protection class: IP68
- Communication: RS232, RS485 or HART are selectable.
- Flow output: Analog output, frequency output, pulse output.
- Control output: forward I reverse, high alarm I low alarm etc.
- Control input: external zero return, external totalizer reset, external totalizer stop.
- Pulse output: active and passive, frequency and pulse width adjustable.
- Test and diagnosis: self - diagnosis, failure record, current out-put test, control input-output test, emulation test mode etc.
- Others: parameter protection, indication of sensor parameter, span adjustment, zero adjust, small signal cutting, smoothing, access to external memorizer, writing No. etc.

### **General**

- Spare parts for all Water Meters offered must be available in South Africa and still be available for a period of ten years after the purchase of the water meter.

### **Meter to be suitable for the following applications: -**

- Accurate measurement of cold potable water consumption.
- Water purification and desalination.
- Drinking water distribution networks
- Industry Water
- Suitable for large consumer applications.
- Accurate measuring and recording of minimum night flow.
- Monitoring and leak indication.
- Water abstraction
- Revenue metering and billing

### **Legal Requirements**

Water meters used in this application with nominal bore sizes 40mm, 50mm 80mm and 100mm must comply with the requirements of S.A.N.S 1529-1: 2019 and the N.R.C.S. and section 22 of the Legal Metrology Act 2014 (Act 9 of 2014).

Sizes 150mm, 200mm, 250mm, 300mm must comply with the requirements of ISO 4064.

Meters sizes 40mm, 50mm, 80mm and 100mm must be verified within the borders of South Africa in accordance with the requirements of section 7 of the Legal Metrology Act 2014 (Act 9 of 2014) All verification to be performed by registered Verification Officers in an S.A.N.A.S Accredited Verification Laboratory in terms of S.A.N.S. 10378 : 2012

## **8 PROFESSIONAL PERSON**

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 provide Level 1: Periodic Construction Monitoring in their professional capacity and to ensure all deliverables are met as per the required scope of works.

## **9 PROJECT STAGES AND DELIVERABLES**

### **9.1 Project Stages**

The project stages are as follows;

- a) Appointment of the Contractor by the Client
- b) Submission of contractual obligations by the Contractor (performance bond etc)
- c) Signing of the Contact document between the Contractor and the Client
- d) Site Handover to the Contractor by the Client
- e) Site Establishment by the Contractor
- f) Construction works by the Contractor.
- g) Snagging and issuing of practical completion certificate to the Contractor by the Client
- h) Issuing of completion certificate to the Contractor by the Client
- i) Site de-establishment by the Contractor

### **9.2 Deliverables**

Deliverables by the Contractor are as follows;

- All Contractual Obligations
- Signed Contract
- Monthly Progress Reports
- Approximately 3 newly installed water meters.



## **10 LEGISLATIVE REQUIREMENTS**

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

- General Authorization (DWS)
- Environmental Scoping report
- Environmental Impact Assessment (if required)
- Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- Any Servitude requirements (Local municipality or Private)

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

## **11 GENERAL REQUIREMENTS**

### **11.1 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.

### **11.2 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.

## **12 MANAGEMENT**

### **12.1.1 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.

### **12.1.2 Health and safety**

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

### **12.1.3 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.

### **12.1.4 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.

#### **12.1.5 Reporting**

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

#### **12.1.6 Communications**

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

#### **12.1.7 Invoices**

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

Detailed payment certificates, clearly indicating progress on payment items shall be submitted for approval before any invoice shall be issued. Separate payment certificates shall be submitted for the engineering and construction deliverables. Payment will be according to actual verified progress.



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**PART C3 : SCOPE OF WORK**

**C3.2 PROJECT SPECIFICATIONS**

## **STANDARD AND VARIED SPECIFICATIONS**

### **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:

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

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



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**PART C4 : SITE INFORMATION**

#### C4.1 LOCALITY PLAN

The locality of the target area is shown in **Figure C4.1** below.

Figure C4.1: Khai Ma Local Municipality Locality





## C4.2 SITE INFORMATION

**Table C4.2** below give a general information of the water supply schemes of the Municipality. **Annexure A** gives the Schematic Layouts for the four schemes.

Table C4.2: Summary of Water Supply Schemes in Khai Ma

	<b>Pella</b>
<b>EUL (Years)</b>	55
<b>Water Management Area</b>	Lower Orange WMA
<b>Licence Status</b>	Licenced
<b>Class of Works</b>	Class C
<b>Location (Coordinates)</b>	Pella 29°1'59.4."S;19°9'12.53"E
<b>Abstraction Source</b>	Orange River (by Vaal Water)
<b>Supply Source</b>	Vaal Central Water
<b>Areas Supplied</b>	Pella Community
<b>Designed Capacity</b>	N/A
<b>Treatment Technology</b>	Undertaken by Vaal Central Water as part of water delivery
<b>Operating Hours</b>	24

ANNEXURE A – KHAI MALOCAL MUNICIPALITY WATER SUPPLY SCHEMES SCHEMATIC LAYOUTS

Map-Pella



