



cooperative governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER No. MISA/CPS/EC/006/2024/2025

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE,
EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING
STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF
WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF
RETICULATION NETWORK AT IN MDENI-SWARTWATER IN
EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN
THE EASTERN CAPE PROVINCE.**

PROCUREMENT DOCUMENT

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

October 2024

Issued by:

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

Name of Bidder:



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

TENDER No. MISA/CPS/EC/006/2024/2025

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING
OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION,
CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER
ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF
RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI
LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE
PROVINCE.**

CONTENTS

CONTENTS	
PART T1: TENDERING PROCEDURE	
T1.1	Tendering notice and invitation to tender
T1.2	Tender Data
PART T2: RETURNABLE DOCUMENTS	
T2.1	List of returnable documents
T2.2	Returnable schedules
PART C1: AGREEMENTS AND CONTRACT DATA	
C1.1	Form of offer and acceptance
C1.2	Contract data
C1.3	Securities: Performance bond
C1.3	Securities: Reducing Value Guarantee
PART C2: PRICING DATA	
C2.1	Pricing Instructions
C2.2	Schedule of Quantities
PART C3: SCOPE OF WORK	
C3.1	PROJECT DESCRIPTION AND SCOPE OF CONTRACT
C3.1.1	Description Of Works
C3.2	PROJECT SPECIFICATIONS
PART C4: SITE INFORMATION	



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

THE TENDER

TENDER NO. MISA/CPS/EC/006/2024/2025

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR
THE, EQUIPING OF EXISTING BOREHOLE,
CONSTRUCTION OF PUMPING STATION,
CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION
OF WATER ELEVATED TANK RESERVOIR, AND THE
CONSTRUCTION OF RETICULATION NETWORK AT IN
MDENI-SWARTWATER IN EMALAHLENI LM UNDER
CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN
CAPE PROVINCE.**

Tender Procedure: Open Tender

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
(CoGTA)**

TENDER NO. MISA/CPS/EC/006/2024/2025

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE,
EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING
STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION
OF WATER ELEVATED TANK RESERVOIR, AND THE
CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-
SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT
MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders the for the provision of siting & ground water development, construction of pumping station, construction of pumping main, construction of water elevated tank reservoir and the construction of reticulation network at in Mdeni-Swartwater in Emalahleni LM under Chris Hani District Municipality.

It is estimated that bidders must have a CIDB contractor grading of **3CE or higher**. Contracts will be based on the NEC3 Engineering and Construction Contract (**Option F: Priced Contract with Bill of Quantities**).

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/CPS/EC/006/2024/2025	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.	<p>Chris Hani District Municipality 15 Bells Road, Central, Queenstown, EC, SA 5320 Longitude: -31.79033 Latitude: 26.43965</p> <p>Compulsory Site Visit on 01 November 2024 at 10:00am</p>	<p>15 November 2024 11.00 AM</p> <p>All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300</p>

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

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The bidders 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. Bidders 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

Clause number	Tender Data
4.1	<p>ONLY those bidders who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The bidder:</p> <ol style="list-style-type: none"> 1. 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 Grade 3CE or Higher 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"> a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 3CE or higher class 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. 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 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. Bidders must submit a CIDB Grading Certificate (3CE) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level 3CE 3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties. 4. The tender documents issued by MISA must not be tampered with and remain intact 5. Bidders must attend a compulsory briefing meeting and sign the attendance register 6. The tender documents completed in all respects, signed off by the authorised signatory, as authorised in Part T2.2: Returnable Schedule No 7 “Resolution for Signatory”. Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such. <ol style="list-style-type: none"> a) Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply. 7. 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.
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>No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.</p> <p>Bidders /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>

Clause number	Tender Data
	<p>a) Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply.</p> <p>7. 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.</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD 3. Should the bidder intend to sub-contract more than 25%, It is compulsory to submit a valid B-BBEE Certificate issued by SANAS accredited Agency OR a valid original or certified copy of a (CSC000) sector code sworn affidavit (for EMEs or QSEs) attested by a Commissioner of Oaths in terms of the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 as amended for all proposed sub-contractors. 4. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, 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 copy of a consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency B-BBEE Certificate must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, to claim B-BBEE points. 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. 6. In cases where key personnel have qualification that were obtained outside South Africa, the bidder must submit a SAQA Verification Certificate indicating the relevant equivalent South African Qualification.

Clause number	Tender Data								
	<p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a bidder 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 bidder to ensure that all copies are clear and certified when the conditions require them to be so. <p>PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2022</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>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>Allocation of points</p> <p>The following table shows allocation of points:</p> <table border="1" data-bbox="427 1451 1284 1727"> <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>SPECIFIC GOALS</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)&(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>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								

Clause number	Tender Data
----------------------	--------------------

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(A maximum of 80 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 tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The Specific goals will be allocated as per the table below:

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-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total scored points	20

Definitions

Specific goals”: means specific goals as contemplated in section2(1)(d) of the PPPFA Act 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 of Development Programme as published in *Government Gazette No.16085* date 23 November 1994

“Ownership “means the percentage ownership and control, exercised by individuals within and enterprise.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.

- i) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)
- ii) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication.
- iii) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
- iv) A person who requires an artificial limb, or

Clause number	Tender Data															
	<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>Means of Verification (Specific Goals)</p> <table border="1" data-bbox="284 398 1430 651"> <thead> <tr> <th data-bbox="284 398 858 427">Procurement Requirement</th> <th data-bbox="858 398 1430 427">Required Proof Documents</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 427 858 456">Women</td> <td data-bbox="858 427 1430 456">Full CSD Report</td> </tr> <tr> <td data-bbox="284 456 858 486">Disability</td> <td data-bbox="858 456 1430 486">Full CSD Report</td> </tr> <tr> <td data-bbox="284 486 858 515">Youth</td> <td data-bbox="858 486 1430 515">Full CSD Report</td> </tr> <tr> <td data-bbox="284 515 858 544">Location</td> <td data-bbox="858 515 1430 544">Full CSD Report</td> </tr> <tr> <td data-bbox="284 544 858 651">B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td data-bbox="858 544 1430 651">Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td> </tr> </tbody> </table> <p>Failure on the part of a bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p>	Procurement Requirement	Required Proof Documents	Women	Full CSD Report	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			
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															
5.11.9	<p>A Tender scoring below <u>70 points</u> in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table border="1" data-bbox="397 945 1316 1536"> <thead> <tr> <th data-bbox="397 945 940 1077">Quality criteria</th> <th data-bbox="940 945 1125 1077">Evaluation schedule</th> <th data-bbox="1125 945 1316 1077">Maximum number of points (A)</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 1077 940 1312">Experience of the bidder in construction or refurbishment of municipal borehole water infrastructure, installation of borehole pumps and associated package water treatment plants, construction of water pump stations, pipelines and reservoirs</td> <td data-bbox="940 1077 1125 1312">Schedule 1</td> <td data-bbox="1125 1077 1316 1312">30</td> </tr> <tr> <td data-bbox="397 1312 940 1379">Experience of Key Personnel</td> <td data-bbox="940 1312 1125 1379">Schedule 2</td> <td data-bbox="1125 1312 1316 1379">55</td> </tr> <tr> <td data-bbox="397 1379 940 1447">Plant and Equipment</td> <td data-bbox="940 1379 1125 1447">Schedule 3</td> <td data-bbox="1125 1379 1316 1447">15</td> </tr> <tr> <td data-bbox="397 1447 940 1536">Maximum possible score for quality (Ms)</td> <td data-bbox="940 1447 1125 1536"></td> <td data-bbox="1125 1447 1316 1536">100</td> </tr> </tbody> </table>	Quality criteria	Evaluation schedule	Maximum number of points (A)	Experience of the bidder in construction or refurbishment of municipal borehole water infrastructure, installation of borehole pumps and associated package water treatment plants, construction of water pump stations, pipelines and reservoirs	Schedule 1	30	Experience of Key Personnel	Schedule 2	55	Plant and Equipment	Schedule 3	15	Maximum possible score for quality (Ms)		100
Quality criteria	Evaluation schedule	Maximum number of points (A)														
Experience of the bidder in construction or refurbishment of municipal borehole water infrastructure, installation of borehole pumps and associated package water treatment plants, construction of water pump stations, pipelines and reservoirs	Schedule 1	30														
Experience of Key Personnel	Schedule 2	55														
Plant and Equipment	Schedule 3	15														
Maximum possible score for quality (Ms)		100														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The bidder or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. 2. The bidder has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System, or b. failed to perform on any previous contract and has been given a written notice to this effect, 3. The bidder demonstrated that they have capacity and capability to complete the works. 4. The bidder does not pose a risk to the employer such as not having capacity in the tendered project region. 5. The Bidder does not pose commercial risk in relation to financial offers and market related rates. 															

Clause number	Tender Data
	<p>6. the bidder has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.</p> <p>7. the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>8. the bidder/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the bidder has been attached (specific to this bid) to the bid submission, it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is one to the successful Bidder.
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>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested, or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure, or</p> <p>(c) no acceptable tenders are received, or</p> <p>(d) Tender validity period has expired, or</p> <p>(e) Gross irregularities in the tender processes and/or tender documents, or</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;">TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></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>

Clause number	Tender Data
	<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;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Bidder in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</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. The employer reserves the right to accept the whole works or part of the works.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Bidder</p> <p>a) Withdraw his Tender during the period of its validity, <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract, <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer,</p> <p>then the Bidder shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so,</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received,</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other tender or Contract between the</p>

Clause number	Tender Data
	<p>Employer and the Bidder, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other tender or Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder'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 Bidder's default.</p> <p>Provided always that the Employer may exempt a Bidder from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder 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"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract, b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Bidder's favour, c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract, e) as to the amount of the Tender to be submitted by either party, f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <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>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Bidder shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Bidder shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

Clause number	Tender Data
	<p>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.</p> <p>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 bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</p> <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Bidder to amend these rates and prices along the lines indicated by him.</p> <p>The Bidder 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 (COGTA)**

TENDER NO. MISA/FC/CRR/006/2019

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE,
EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF
PUMPING STATION, CONSTRUCTION OF PUMPING MAIN,
CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND
THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-
SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT
MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. T2 Returnable Documents 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.

B. Returnable schedules required for tender evaluation purposes

The bidder 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 bidders 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 bidder
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 bidder
3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. 1. PART A – INVITATION OF BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/CPS/EC/006/2024/2025	CLOSING DATE:	15 November 2024	CLOSING TIME:	11:00 am
DESCRIPTION:	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue, Riverside Office Park, Letaba House					
1 st Floor, Centurion, Pretoria 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Isaac Nthutang	CONTACT PERSON	Isaac Nthutang		
TELEPHONE NUMBER	012 848 5300	TELEPHONE NUMBER	012 848 5300		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	tenders@misa.gov.za	E-MAIL ADDRESS	tenders@misa.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY AGENCY ACCREDITED BY SANAS / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution, and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat

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

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 PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included),

1.2 To be completed by the organ of state

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) 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,

- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Professional)	Environment Contractor	Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent, or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>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 % _____%

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.

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____

7. SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (55 POINTS)

a) Summary

Total Points 55 points for key personnel is allocated as follows

- **Contracts Manager = 15**
- **Civil Engineer = 15**
- **Geohydrologist = 10**
- **Site Agent = 5**
- **Foreman = 5**
- **Construction H&S Officer = 5**
- **Total = 55**

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 and 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 bidder 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 experience of key person staff will be as per the table below:

Key Personnel	=	55 Total Points
1. Contracts Manager	=	(15 points)
1.1. Experience	=	5 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
1.2. Qualifications	=	10 points

Key Personnel	=	55 Total Points
6. Construction Health and Safety Officer	=	(5 points)
6.1. Experience	=	2 points
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 point
c) 10 years and above	=	2 points
6.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)	=	3 points
a) Qualification below National Diploma in Safety Management (NQF 6)	=	0 points
b) National Diploma in Safety Management (NQF 6)	=	1 point
c) B-Tech in Safety Management or above	=	3 points

SCHEDULE OF KEY PERSONELL

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Contracts Manager			
2	Civil Engineer			
3	Geohydrologist			
4	Site Agent			
5	Foreman			
6	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

Means of Verification: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.

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 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:

8. Schedule 3: Plant and Equipment (15 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
Light Bakkie (1 ton) min (1 required)	5
Tipper (6m ³ minimum). (1 required)	5
Pedestrian roller. (1 required)	5
Total scored	15

b) Means of verification

1. **In case 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 case 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. In addition, Proof of ownership from hiring company must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company must be attached.
3. Plant owned by the directors must also be accompanied by a letter of intent.
4. **In case where the Bidder own 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.
5. **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 the hiring company will be acceptable as proof of ownership.

Note: No other proof of ownership will be considered

d) 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.

SCHEDULE OF PLANT AND EQUIPMENT

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	TLB (1 required)	1	5		
2.	Light Bakkie (1 ton) min (1 required)	1	5		
4.	Pedestrian roller. (1 required)	1	5		
	Total		15		

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 _____



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.:MISA/CPS/EC/006/2024/2025

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

The Contract

Based on

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/CPS/EC/006/2024/2025**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1 Agreements and Contract Data

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the bidder'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 bidder's Offer shall form an agreement between the *Employer* and the bidder 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 bidder 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 bidder 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 bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the bidder (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) Ms. Mapatane Kgomo

Capacity Chief Executive Officer

**for the
Employer** 1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046

Name & signature of witness

Date:

Schedule of Deviations

1 Subject

 Details

.....
.....
.....

2 Subject

 Details

.....
.....
.....

3 Subject

 Details

.....
.....
.....

4 Subject

 Details

.....
.....
.....

5 Subject

 Details

.....
.....
.....

By the duly authorised representatives signing this agreement, the *Employer* and the Bidder 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 Bidder 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 bidder 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 (COGTA)

TENDER NO. MISA/CPS/EC/006/2024/2025

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE,
EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING
STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF
WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION
OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN
EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN
THE EASTERN CAPE PROVINCE.**

C1.2 CONTRACT DATA

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

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

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

Clause	Data
1 General	
10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent <i>Physical Address:</i> Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 <i>Postal Address:</i> Private Bag X105, Centurion 0046 <i>Telephone:</i> 012 848 5300
10.1	<i>The Project Manager is: Mr Mlamli Mabulu</i>
10.1	<i>The Supervisor is : Mr Nkululeko Williams</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 the APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS TER IN EMALAHLENI

Clause	Data
	LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.
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
13.3	The <i>period of reply</i> is 2 weeks
2	The Parties' main responsibility
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.
3	Time
30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
33.1	The <i>access date</i> is 14 days after the issuance of the appointment letter
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is Six (6) Calendar Months after the start date.

Clause	Data
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 4 weeks
4	Testing and Defects
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 o f the works.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 20 th 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.
6	Compensation events
60.1 (13)	The place where the weather is to be recorded is Mdeni-Swartwater Village.
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	Title
	No data required for this section of the <i>conditions of contract</i> .
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	<i>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</i>

Clause	Data		
	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.	R5 million 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 the <i>Consultant</i> deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R2 million without limit to the number of claims	Till the end of the completion date.
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker		
86.1	The <i>Employer</i> provides no insurance cover.		
Option W1	DISPUTE RESOLUTION		
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 www.ice-sa.org.za).		
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 www.ice-sa.org.za).		
W1.4	The <i>tribunal</i> is arbitration		

Clause	Data
W1.4	<p>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</p> <p>The place where arbitration is to be held is To be Advised</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
Option X7	Delay Damages
X7	The <i>delay damages</i> for completion of the wholes of the works are R1,000.00 per day
Option X13	Performance Bond
X13	The amount of the performance bond is 10% of value of Contract
Option X16	Retention
X16	The retention percentage is 10%
Z	<i>Additional Conditions of Contract</i>
	The <i>additional conditions of contract</i> are
Z1	<p>Selection and appointment of the <i>Adjudicator</i></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 www.ice-sa.org.za) 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>
Z2	<p>Tax invoices</p> <p>The <i>Contractor's</i> invoice.</p> <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>The Employer makes each payment within thirty 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>Acts or omissions by mandatories</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>Subcontractors</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>
<p>Transfer of rights</p> <p>The <i>Employer</i> owns the <i>Contractor's</i> rights over material prepared for this contract by the <i>Contractor</i> except as stated otherwise in the Works Information. The <i>Contractor</i> obtains other rights for the <i>Employer</i> as stated in the Works Information and obtains from a subcontractor equivalent rights for the <i>Employer</i> over the material prepared by the subcontractor. The <i>Contractor</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i></p>	

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of June 2005) 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 style="text-align: right;">_____ 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> <p>Qualifications: _____</p> <p>Experience: _____</p> <p>Physical Address: _____</p>

Postal Address: _____ Post Code: _____
Postal Address: _____ Post Code: _____
Telephone: _____ Fax: _____
Mobile: _____ Email: _____

(Please use separate pages referring to this clause for detailing this information for all *Contractor's* key persons)

11.2(14) The following matters will be included in the Risk Register

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

52.1 The percentage for overheads and profit added to the Defined Cost for people is %

52.1 The percentage for overheads and profit added to other Defined Cost is %



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/CPS/EC/006/2024/2025

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1.3 SECURITIES: PERFORMANCE BOND

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

{Insert registered name and address of the Contractor}

(the Contractor), for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - 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

- 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 _____ 20__

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

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

{Insert registered name of the *Employer*}

(the Employer) and

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

(the Contractor), for

{Insert details of the *works* from the Contract Data}

(the works).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

(say)

R _____

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

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

	Guarantor's Liability	Period of Liability
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the <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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/CPS/EC/006/2024/2025

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PART C2: PRICING DATA

INDEX

C2.1 PRICING INSTRUCTIONS	65
C2.2 SCHEDULE OF QUANTITIES	69

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 Bidder 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 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 Bidder 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 Bidder 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 Bidder tenders to do the work

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

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm = millimetre

m = metre

km = kilometre

km-pass = kilometre-pass

m² = square metre

m²-pass = square metre-pass

ha = hectare

m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
Sum	=	Sum
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

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

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

The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the tendered Schedule of Quantities below.

No	Description	Unit	Qty	Rate	Amount
1.	Preliminary and General Costs				
1.1	Preliminary & General Cost to allow for Employment of CLO for the duration of the Contract (R4500 pm plus R500 pm cell phone allowance) & Payment of PSC members for attendance of meetings for the duration of the contract (5 No members at R300 per member per meeting)	Sum	1		
2	Borehole Construction				
2.1	Equipping of all necessary mechanical and electrical equipment. Rate to include the provision of 3 hard copies of O&M Manual. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	Sum	1		
3	Supply and Installation of diesel generators				
3.1	Supply and install diesel generator set and necessary switching gear to power the Borehole. Rate also to include the provision of a 6m x 3m pumphouse on a concrete support platform to securely house gen-set, borehole pump and switching gear. pumphouse to be fitted with galvanised louvre vents. Rate to include the provision of 3 hard-copies of	Sum	1		

No	Description	Unit	Qty	Rate	Amount
	O&M Manual. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)				
	Supply and install water package plant as per the engineer's specification	Sum	1		
4	Supply and Construction of Pipelines				
4.1	Supply and Construction of pumping water pipeline 90 mm Diameter for including all necessary fittings (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	m	1 500		
4.2	Supply and Construct 63 mm Diameter feeder pipelines to existing and 2 standpipes (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued at a later stage and shall form the final basis for payment)	m	50		
5	Supply and install water storage Tanks,				
5.2	Supply and install 10000l tank on 10m elevated tank stand	No	1		
6	Professional Engineering Fees & Disbursements for the entire Supply and Construction scope of work.				
	<ul style="list-style-type: none"> • Prelim Design (Studies and analysis) = 25% <ul style="list-style-type: none"> ○ Geotechnical Investigation ○ Topographical Surveys 	%	25		

No	Description	Unit	Qty	Rate	Amount
	<ul style="list-style-type: none"> • Detailed Design and Specification = 30% <ul style="list-style-type: none"> ○ Method statement ○ Working drawings 	%	30		
	<ul style="list-style-type: none"> • Contract Administration and Inspection = 30% <ul style="list-style-type: none"> ○ Monthly reports ○ Site meeting minutes 	%	30		
	<ul style="list-style-type: none"> • Close-Out = 15% <ul style="list-style-type: none"> ○ Topographical and As-built Surveys ○ Maintenance & training manuals 	%	15		
	<ul style="list-style-type: none"> • Construction Monitoring Level 1 	Month	4		
	SUB-TOTAL				
	15% VAT				
	TOTAL (To be carried to form of Offer and Acceptance)				

Signed

Date

.....

Name

Position

.....

Enterprise name

.....



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/CPS/EC/006/2024/2025**

PROJECT: APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PART C3: SCOPE OF WORK

Index

C3.2 GENERAL REQUIREMENTS 80
C3.3 MANAGEMENT 80

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

A. EMPLOYERS' OBJECTIVES

MISA's objective is to appoint a management contractor, for the final design and implementation services of construction or installation of a water supply scheme at Mdeni-Swartwater within the Emalahleni Local Municipality, within the jurisdiction of Chris Hani District Municipality, Eastern Cape.

The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for project designs and execution thereof

B. BACKGROUND

Chris Hani District Municipality is situated in the Eastern Cape Province and is a sparsely populated region compared to other areas in the Province. The population of Chris Hani District Municipality is estimated at approximately 43 689 in 2016 (STATS SA 2016). The area spans 35 575 km² and falls within the Chris Hani District Municipality.

Chris Hani District Municipality is both the Water Services Authority (WSA) and Water Services Provider (WSP). WSAs are responsible for planning, implementing and operating the necessary infrastructure to provide effective, affordable and sustainable sanitation services to their customers. The Chris Hani District is a water stressed area which experiences prolonged dry periods and extreme droughts.

Due to limited resources (financial and technical) the Municipality is struggling to adequately operate and maintain its water and sanitation infrastructure. Emalahleni Local Municipality experiences serious water shortages in some its towns due to limited bulk water supply from both underground and surface water sources.

In some cases, the Municipality experiences boreholes' collapse. In other cases, they do not get water from newly drilled boreholes due to budgetary constraints, boreholes are drilled, then await funding for equipment and connection to the reticulation network. It is therefore in this regard that this project is part of the funding to equip and connect six previously drilled boreholes, in order to augment water supply to various communities within Chris Hani District Municipality.

The current borehole water supply to the Mdeni-Swartwater communities is unreliable, not sustainable and some areas do not have access to water at Mdeni-Swartwater. To address the challenges, MISA has investigated the situation and drilling of a borehole for additional water supply as a sustainable solution to the water shortage problem.

The primary aim of the project is to provide the community of Mdeni-Swartwater with the necessary bulk water supply, and storage infrastructure to ensure sustainable water supply to the community.

C. OVERVIEW OF THE WORKS

The overview of the works entails supply of potable water to the village of Mdeni-Swartwater with the population of estimated 400 and 100 households in MISA's endeavour to improve life the people.

D. EXTENT OF THE WORKS AND SERVICES

The extent of the works for this project is mainly focused on,

- Appointment of Registered Professional Engineer or Technologist with experience in Bulk Water Supply and Reticulation.
- Works Design Report, works specifications, Construction BOQ, Design Drawings.
- Yield and Water Quality Tests.
- Equipping of one borehole.
- Construction of package plant
- Construction pumphouse with diesel generator set
- Construction of 1500 m water pipeline
- Construction of Storage Tank on a 10m high elevated structure and connection into the existing water distribution network.
- Training of Municipal Employees on operational and maintenance.
- As Built Drawings
- Training Manuals, Operation and Maintenance Manuals

E. Project Deliverables

Deliverables **include:**

- a)** Works Design Report works specifications and Design Drawings.
- b)** Detailed working Drawings and Bills of Quantities
- c)** Borehole development
- d)** Equip borehole
- e)** Motor Control Centre (MCC).
- f)** Installation of suitably sized pump
- g)** Construction of borehole pumphouse
- h)** Security fencing.
- i)** Water Testing
- j)** Off diesel genset supply to pumps, including,
 - a.** Anti-theft measures.
- k)** Bulk supply pipeline, including,
 - a.** Bulk metering
 - b.** Route determination.
- l)** Storage tanks (10000l), including,

- a.** Level control
- m)** Feeder pipeline and standpipes, including,
 - a.** Connection to water existing infrastructure as determined on site.
- n)** Topographic and as-built surveys
- o)** Geotechnical investigation
- p)** Training of Municipal Employees on operational and maintenance.
- q)** As Built Drawings
- r)** Training Manuals, Operation and Maintenance Manuals

Additional Deliverables

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

F. LOCATION OF THE WORKS

The target areas fall under the jurisdiction of the Emalahleni Local Municipality. The locality of the target areas are shown in the Figure 2 below.



Figure 2: Settlement Locality

GPS Coordinates: Mdeni-Swartwater 31°41'10.96"S 26°48'11.42"E

G. LEGISLATIVE REQUIREMENTS

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

- a) General Authorization (DWS)
- b) Environmental Impact Assessment (if required)
- c) Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- d) Compliance with the OHS Act regulations

H. ENGINEERING DESIGNS

The proposed engineering solution must be signed off by the appointed Consultant either registered as a Professional Civil Engineer (Pr Eng) or Professional Civil Engineering Technologist (Pr Tech Eng) with ECSA.

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

General design criteria and philosophy

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

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

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

Water demand & storage

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

The design parameters (assumptions) are as follows,

General parameters:

- Household content = 4 persons
- Growth = 1% per annum
- Consumption rate = 25 - 40 litres/capita/day
- Peak Factor = 6

➤ **Mdeni-Swartwater Settlement:**

- Total Number of Households = 100 HH
- Total Population = 400 persons
- Design Population in 10 years = 440- persons
- Total Daily Demand = 18 m³/day
 - Storage Required = 10000 l
 - Peak Flow = 0.4 l/s

Supply pipelines

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

The Red Book indicates 0.6 m/s as the minimum recommended pipe flow velocity. Proposed pipe diameters for the Mdeni-Swartwater settlements will however result in lower velocities than typically recommended. This deviation from the norm is to accommodate practical construction and operation, as lower flow velocities will yield less friction losses, which in turn lowers the solar power requirement and associated cost. The low flow velocities also allow for spare capacity on the pipelines, which will allow for future upgrades to the bulk supply, should the level of service to the community be increased.

➤ **Mdeni-Swartwater Settlement:**

- Proposed pipe internal dia. = 90 mm
 - Flow velocity = 0.42 m/s
- Estimated pipeline length = 1500 m

I. PROJECT MANAGEMENT STRUCTURES

The Management Contractor will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Eastern Cape Province.

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

J. TIME FRAMES

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

K. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

L. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

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

M. PRELIMINARY AND GENERAL

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

The P&G is to include full compensation for the Service Provider’s costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4500 monthly and tools of trade (including monthly airtime of R500 to complete all responsibilities required for the successful completion of the project). Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R300 per sitting per month.

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

- a) The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

3.2.2 Construction Materials

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.

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

- a) Provide a fortnightly progress report covering the Scope or Works.
- b) Be required to participate in regular progress meetings with the client and other stakeholders.

3.3.2 Health and safety

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

3.3.3 Completion strategy

- a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.
- b) The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

3.3.7 Communications

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

3.3.9 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.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.:MISA/CPS/EC/006/2024/2025

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE, EQUIPING OF EXISTING BOREHOLE, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF WATER ELEVATED TANK RESERVOIR, AND THE CONSTRUCTION OF RETICULATION NETWORK AT IN MDENI-SWARTWATER IN EMALAHLENI LM UNDER CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

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

