

Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs (CoGTA)
REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/ULM/KZN/018/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING,
YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND
CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM,
UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF
KWAZULU NATAL.**

PROCUREMENT DOCUMENT

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

NOVEMBER 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:

Bidder's Offer:

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING,
DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF
BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED
INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA
DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.**

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

THE TENDER

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**APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE SITING, DRILLING, YIELD TESTING,
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BOREHOLES AND CONNECT TO NEWLY
CONSTRUCTED INFRASTRUCTURE IN
UBUHLEBEZWE LM, UNDER HARRY GWALA
DISTRICT MUNICIPALITY IN THE PROVINCE OF
KWAZULU NATAL.**

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management Policy of 11 May 2023

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

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

Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.

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

Preferential Procurement Regulations 2022 (Ref: government gazette no. 40553, dated: 20 January 2017 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



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COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS
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**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING,
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CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER
HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF
KWAZULU NATAL.**

A. T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites bids from suitably qualified Contractors for the provision of siting, drilling, yield testing, water quality testing, equipping of boreholes and connect to newly constructed infrastructure of Ubuhlebezwe LM under Harry Gwala District Municipality.

Bidders should have a CIDB contractor grading of **4CE** or higher.

Contracts will be based on the NEC3 Engineering and Construction Contract (Option B: Priced Contract with Bill of Quantities).

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/ULM/KZN/018/2024/25	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.	Harry Gwala District Municipality offices, 40 Main Street, Ixopo (KZN) Longitude & Latitude: 31°35'38.04"S 28°45'43.86"E Visit on 03 December 2024 at 10:00am	12 December 2024, 11.00 AM All Bid documents to be submitted to: 1303 Heuvel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300

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



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T1.2 TENDER DATA

TENDER DATA

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

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

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

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

Clause number	Tender Data
4.1	ONLY those bidders who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submissions, are eligible to submit tenders and have their tenders evaluated: - 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 4CE 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, - every member of the joint venture is registered with CIDB, - the lead partner has a contractor grading designation of 4CE 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. - 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 4CE 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. - Bidders must submit a valid CIDB Grading Certificate (4CE) or confirmation from CIDB that the bidder has applied for CIDB Grading level 4CE - In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid combined CIDB Grading Certificate.. - The tender documents issued by MISA must not be tampered with and must remain intact. - Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register. - The tender documents must be completed in all respects, signed off by the authorised signatory, as authorised in section 7 “Resolution for Signatory”. Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such. - 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. - The 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	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).

Clause number	Tender Data
	No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit. 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.
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.15	Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Identification details on the Tender package(s): 1. Name and Reference number of the tender, 2. Address of the employer, 3. Names of the tendering entity and the contact person, 4. Physical address and contact details of the bidder, 5. Date of submission
4.13.4	The bidder is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 working days.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 10 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.

Clause number	Tender Data
SFU (clause 4.3.1)	Evaluation Criteria The procedure for the evaluation of responsive tenders is Mandatory requirements, Functionality and Price and Preference as explained in the CIDB'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase 1: Administrative requirements and Mandatory requirements Phase 2: Bidders must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Bidders which do not meet minimum functionality of 70 points will then be rejected. Phase 3: Price and preference (80/20 system) PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES: Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 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 4CE 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, a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 4CE 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 4CE 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 valid CIDB Grading Certificate (4CE) or confirmation from CIDB that the bidder has applied for CIDB Grading level 4CE 3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid combined CIDB Grading Certificate. 4. The tender documents issued by MISA must not tampered with and must remain

Clause number	Tender Data
	intact. 5. Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register. 6. The tender documents completed in all respects, signed off by the authorised signatory, as authorised in section 7 "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such. 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. 7. The 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 Other Conditions of bid (Non eliminating, unless expressly mentioned in the document): 1. The bidder must be registered on the Central Supplier Database (CSD) prior to the award 2. All bidder's tax matters must be in order prior to 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 valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main bidder having submitted an original or certified copy of his/her own B-BBEE certificate. 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 must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders that 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

Clause number	Tender Data								
	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. PHASE TWO: FUNCTIONALITY EVALUATION 1. The Bidder 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 Bidder scoring an average score below 70 points in Functionality DISQUALIFIED and will not proceed to the next stage of 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. 3. PHASE THREE: EVALUATION OF BIDS ON PRICE AND PREFERENCE POINTS SYSTEM IN LINE WITH PREFERENTIAL PROCUREMENT REGULATION 2022 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. 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 The following table shows allocation of points <table border="1" data-bbox="446 1507 1247 1766"> <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 (B-BBEE)</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS (B-BBEE)	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS (B-BBEE)	20								
TOTAL	100								

Clause number	Tender Data														
	a) A maximum of 80 points is allocated for price on the following basis: 80/20 $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender. c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points. SPECIFIC GOALS The Employer reserves the right to apply other specific goals in accordance with PPR Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPFA Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. Points claimed will be according to bidder's specific goals as indicated in Table below: Table 1: Specific goals for the tender and points claimed are indicated per table below: <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th></tr> </thead> <tbody> <tr> <td>Who are women</td><td>5</td></tr> <tr> <td>Who has disability</td><td>5</td></tr> <tr> <td>Who is a youth</td><td>5</td></tr> <tr> <td>Location of enterprise (local equals province)</td><td>2</td></tr> <tr> <td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>3</td></tr> <tr> <td>Total scored points</td><td>20</td></tr> </tbody> </table> The specific goals may include— a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Who are women	5	Who has disability	5	Who is a youth	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
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)														
Who are women	5														
Who has disability	5														
Who is a youth	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														

Clause number	Tender Data												
	b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. 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 <i>Government Gazette</i> 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, calliper or crutch to assist him/her to move from one place or another. (iv) A person who requires an artificial limb, or (v) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973) Documents required for verification of points allocation are as follows: <table><tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr><tr><td>Women</td><td>Full CSD Report</td></tr><tr><td>Disability</td><td>Full CSD Report</td></tr><tr><td>Youth</td><td>Full CSD Report</td></tr><tr><td>Location</td><td>Full CSD Report</td></tr><tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td></tr></table> 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.	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												
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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	Functionality A Tender scoring below <u>70 points</u> in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation. <table><tr><th>Functionality criteria</th><th>Evaluation schedule</th><th>Maximum number of points (A)</th></tr><tr><td>Experience of the tenderer in ground water development, construction or installation of municipal water infrastructure which includes water pump stations, pipelines and storage reservoirs</td><td>Schedule 1</td><td>40</td></tr></table>	Functionality criteria	Evaluation schedule	Maximum number of points (A)	Experience of the tenderer in ground water development, construction or installation of municipal water infrastructure which includes water pump stations, pipelines and storage reservoirs	Schedule 1	40						
Functionality criteria	Evaluation schedule	Maximum number of points (A)											
Experience of the tenderer in ground water development, construction or installation of municipal water infrastructure which includes water pump stations, pipelines and storage reservoirs	Schedule 1	40											

Clause number	Tender Data			
		Experience of Key Personnel	Schedule 2	50
		Plant and Equipment	Schedule 3	10
		Maximum possible score for quality (Ms)		100
5.13	Tender offers will only be accepted if: 1. The tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. 2. The tenderer has not: a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. The tenderer demonstrated that they have capacity and capability to complete the works. 4. The tenderer does not pose a risk to the employer such as not having capacity in the tendered project region. 5. The Tenderer does not pose commercial risk in relation to financial offers and market related rates. 6. The tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive. 7. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 8. The tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.			
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.			
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.			
5.17	Cancellation and re-invitation of tenders MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested, or (b) funds are no longer available to cover the total envisaged expenditure, or (c) no acceptable tenders are received, or (d) Tender validity period has expired, or			

Clause number	Tender Data
	(e) Gross irregularities in the tender processes and/or tender documents, or (f) No market related offer is received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation was advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decides otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i> D. In the event that two or more Tenders have scored equal total points, the successful Bid must be the one scoring the highest number of preference points for Specific Goals E. However, in the event that two or more Tenders have scored equal points including equal preference points for Specific Goals, the successful tender must be the one scoring the highest points for Functionality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are: A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. B. Costs incurred by Bidder The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session and site visit in connection therewith. C. Acceptance of Bid The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Clause number	Tender Data
	Should a Tenderer a) Withdraw his Tender during the period of its validity, <u>or</u> b) Give notice of his inability to execute the Contract or fail to execute the Contract, <u>or</u> c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer, then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so, ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received, iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. E. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company; d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party;

Clause number	Tender Data
	f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already. F. South African Jurisdiction The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. G. Amendments to Tender by Employer a) Arithmetical Errors The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006): i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. b) Imbalance in Tender Rates In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him. The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.



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

TENDER NO. MISA/ULM/KZN/018/2024/25

**APPOINTMENT OF A MANAGEMENT
CONTRACTOR FOR THE SITING, DRILLING, YIELD
TESTING, WATER QUALITY TESTING, EQUIPPING
OF BOREHOLES AND CONNECT TO NEWLY
CONSTRUCTED INFRASTRUCTURE IN
UBUHLEBEZWE LM, UNDER HARRY GWALA
DISTRICT MUNICIPALITY IN THE PROVINCE OF
KWAZULU NATAL.**

B. T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

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

Failure to provide information that is mandatory shall result in the tenderer's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

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

9. Schedule 1: Experience of the tenderer

10. Schedule 2: Experience of key person

11. Schedule 3: Plant and Equipment

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

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

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

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

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

3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/ULM/KZN/018/2024/25	CLOSING DATE:	12 December 2024	CLOSING TIME:	11H00
DESCRIPTION:	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr Isaac Nthutang				
TELEPHONE NUMBER	012 848 5300				
E-MAIL ADDRESS	Isaac.nthutang@misa.gov.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No (IF YES ENCLOSE PROOF)	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

2. TAX COMPLIANCE REQUIREMENTS

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

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

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

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

3. SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to bid:

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

-

1.2 **To be completed by the organ of state**

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

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

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

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

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

The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **Ownership** “means the percentage ownership and control, exercised by individuals within and enterprise
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation,
- (c) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts,
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes,
- (e) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions, and
- (f) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2), 5(2), 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system, or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

**4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS-
A. EMES AND B. QSES (FOR 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 Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent, or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994, or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date		

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

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Date: _____

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Date: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A BIDDER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures. We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.	
SCMU NUMBER	MISA/ULM/KZN/018/2024/25	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. SCHEDULE 1: EXPERIENCE OF THE TENDERER (40 POINTS)

1. Requirements

The experience of the tenderer as a company (as opposed to key staff members) in ground water development, construction or installation of municipal water infrastructure which includes water pump stations, pipelines and storage reservoirs as a main contractor for municipalities and other organs of state.

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

2. Points Scoring

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

Table : Project points allocation

No	Project Value	Points per Project
a)	R1 000 001 - R3 000 000	4 points
b)	R3 000 001 and R6 000 000	6 points
c)	R6 000 001 and above	8 points

3. Means of Verification: Bidders are requested to submit completion certificates and corresponding appointment letters

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

4. Listing of Completed Projects

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

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Name of employer	Employer	
			Started	Completed		Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							
5.							

md

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

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERRING 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

10. SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (50 POINTS)

a) Summary

Total Points 50 points for key personnel is allocated as follows

No	Key Personnel Description	Total Points
1	Contracts Manager – Team Leader	15
2	Civil Engineer	10
3	Geohydrologist	10
4	Site Agent	05
5	Foreman	05
6	Health and Safety Officer (CHSO)	05
	Total	50

b) Requirements

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

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

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

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

Tenderers 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	=	50 Total Points
1. CONTRACTS MANAGER	=	(15 points)
1.1. Experience	=	05 points
a) Below 5 years	=	00 points
b) 5 to below 7 years	=	03 points
c) 7 to below 10 years	=	04 points
d) 10 years and above	=	05 points
1.2. Qualifications	=	10 points
a) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction Management	=	00 points
b) Degree or B Tech in Civil Eng/Construction Management	=	07 points
c) Honours Degree or above in Civil Eng/Construction Management	=	10 points
2. CIVIL ENGINEER	=	(10 points)
2.1. Experience	=	05 points
a) Below 3 years	=	00 points
b) 3 to below 6 years	=	03 points
c) 6 to below 10 years	=	04 points
d) 10 years and above	=	05 points
2.2. Qualifications		05 points
a) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction management = 0 points	=	00 points
b) Degree or B Tech in Civil Eng/Construction Management	=	03 points
c) Honours Degree or above in Civil Eng/Construction Management	=	05 points
3. GEOHYDROLOGIST	=	(10 points)
3.1 Experience	=	05 points
a) Below 5 years	=	00 points
b) 5 to below 7 years	=	03 points
c) 7 to below 10 years	=	04 points
d) 10 years and above	=	05 points
Qualifications	=	05 points
a) Qualification below a bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geophysics, or non-relevant qualification	=	00 points
b) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geophysics, or other suitable qualification	=	04 points
c) Honours degree or above in Hydrogeology, Geohydrology, Hydrology, Geophysics or other suitable qualification	=	05 points
4. SITE AGENT	=	05 points
4.1. Experience	=	02 points
a) Below 5 years	=	00 points
b) 5 to below 8 years	=	01 point

Key Personnel	=	50 Total Points
c) 8 years and above	=	02 points
4.2. Qualification	=	03 points
a) Qualification below Diploma in Civil Engineering/ non-relevant qualification	=	00 points
b) Diploma in Civil Engineering		02 points
c) Degree or B Tech or above in Civil Engineering	=	03 points
5. Foreman/Supervisor	=	(05 points)
5.1. Experience	=	02 points
a) Below 5 years	=	00 points
b) 5 to below 8 years	=	01 point
c) 8 years and above	=	02 points
5.2. Qualification	=	03 points
a) Qualification below N6 certificate in civil engineering or non-relevant qualification	=	00 points
b) N6 certificate in civil engineering	=	02 points
c) Diploma in or above Civil Engineering	=	03 points
6. CONSTRUCTION HEALTH AND SAFETY OFFICER	=	(05 points)
6.1. Experience	=	02 points
a) 5 to below 7 years	=	00 points
b) 7 to below 10 years	=	01 point
c) 10 years and above	=	02 points
6.2. Qualification + Registration with SACPCMP as Construction Health and Safety Officer (CHSO)	=	03 points
a) Qualification below National Diploma in Safety Management (NQF 6)	=	00 points
b) National Diploma in Safety Management (NQF 6)	=	01 point
c) B-Tech in Safety Management or above	=	03 points

SCHEDULE OF KEY PERSONNEL

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: Tenderers 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 tenderer.

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

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

Name of Tenderer:Date:

Signature:Position:

Full name of signatory:

11. Schedule 3: Plant and Equipment (10 points)

a) Requirements

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

Type of Equipment	Total Points
TLB (1 required)	4
Drilling Rig (1 required)	3
Borehole Yield Testing Equipment. (1 required)	3
Total scored	10

b) Means of verification

1. **In cases where plant is owned by the Tenderer**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company must be attached.
2. **In cases where the plant is to be hired by the Tenderer**, a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached. 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 cases where the Tenderer own part of the required plant and part will be hired**, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.
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 there hiring company will be acceptable as proof of ownership.

Note: No other proof of ownership will be considered

c) Listing of required plant and equipment

Tenderers 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	4		
2.	Drilling Rig (1 required)	1	3		
4.	Borehole Yield Testing Equipment. (1 required)	1	3		
	Total		10		

TENDERERS 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 tenderer.

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 tenderer 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/ULM/KZN/018/2024/25**

PROJECT: APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

The Contract

Based on

NEC 3 Engineering and Construction Contract:
Option F: Priced contract with Bill of Quantities



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ULM/KZN/018/2024/25**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

C. C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

Total Amount: (in figure),

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

.....(in words).

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(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: Additional Conditions: Tender Data

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

The additional conditions are as follows,

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

Condition E. Repudiation of Tender or Invalidation of Contract

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the 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.

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

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 Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
10.1	<i>The Project Manager is:</i> Chief Engineer
10.1	<i>The Supervisor is:</i> Mr Siphesihle Dlamini supported by the District Engineer
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 SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.
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.

Clause	Data
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13	The <i>period of reply</i> is five working days
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 Mechanical/Electrical Engineer or Professional Mechanical/Electrical 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.
33.1	The <i>completion date</i> for the whole of the <i>services</i> is Six (6) Calendar Months after the start date.
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is as per the approved program submitted within 14 days after appointment.
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The <i>Contractor</i> submits revised programme at intervals no longer than 4 weeks
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 of 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.

Clause	Data															
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 Ixopo, Ubuhlebezwe LM in Harry Gwala District Municipality.															
60.1 (13)	The weather measurements to be recorded for each calendar month are - The cumulative rainfall (mm) - The number of days with rainfall more than 5mm															
7	Title															
	No data required for this section of the <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> <table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Loss of or damage of the works, Plant and Materials</td><td>The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer</td><td>Till the end of the <i>defects date</i>.</td></tr><tr><td>Loss of or damage to Equipment</td><td>The replacement cost</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>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.</td><td>R5 million without limit to the number of claims</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in</td><td>That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as</td><td>Till the end of the <i>completion date</i>.</td></tr></table>	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	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as	Till the end of the <i>completion date</i> .
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	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as	Till the end of the <i>completion date</i> .														

Clause		Data	
	the course of their employment in connection with this contract	amended and whatever the Consultant deems desirable in addition	
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R6 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		
W1.4	The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body The place where arbitration is to be held is to be Advised The person or organisation who will choose an arbitrator • 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 R2,000.00 per day		
Option X13	Performance Bond		
X13	The amount of the performance bond is 10% of value of Contract		
Option X16	Retention		
X16	The retention percentage is 10%		
Z	Additional Conditions of Contract		
	The <i>additional conditions of contract</i> are		
Z1	Selection and appointment of the Adjudicator		

Clause	Data						
	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.						
Z2	Tax invoices The Contractor's invoice. Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within thirty days from the date of receipt (exclusive) of the <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.						
Z3	Acts or omissions by mandatories In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <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).						
Z4	Subcontractors 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.						
Z5	Guarantee The maximum guaranteed sum is equal to 10 % of the total of the Prices and reduces to the following diminishing amounts: <table border="1"> <tr> <th>Guarantor's liability expressed as a percentage of the total of Prices</th><th>Period of liability</th></tr> <tr> <td>Maximum guaranteed sum of 10 %</td><td>From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices</td></tr> <tr> <td>Reducing to the guaranteed sum of 6 %</td><td>From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i></td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices	Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability						
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices						
Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>						

Clause	Data	
	Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
	Reducing to the guaranteed sum of 1 %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

Transfer of rights

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

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

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

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

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

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

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

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ULM/KZN/018/2024/25**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

C1.3 SECURITIES: PERFORMANCE BOND

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the Surety

of physical address

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

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - a) the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - b) the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:

R _____

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

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

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

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

{Insert registered name and address of the *Contractor*}
(the *Contractor*), for

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

I/We the undersigned

on behalf of the Guarantor

of physical address

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

(say) _____

R _____

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

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

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

APOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

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

Signed at _____ on this _____ day of _____ 20 _____

Guarantor: _____

Representative _____ Representative _____

Name (printed) _____ Name (printed) _____

Capacity _____ Capacity _____

As Witness _____ As Witness _____

Guarantor's
stamp or seal



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/ULM/KZN/018/2024/25

PROJECT: APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

C2.2 SCHEDULE OF QUANTITIES

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

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

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

INDEX TO BILL OF QUANTITIES

SECTION 1: PRELIMINARY AND GENERAL

SECTION 2: BOREHOLE PUMPSTATION AND RESERVOIR

A. HYDROGEOLOGICAL SERVICES

B. DRILLING OF PRODUCTION BOREHOLE

C. PUMP TEST OF PRODUCTION BOREHOLE

**D. RESERVOIR CONTROL MECHANISMS/PUMP INSTALLATION /
TRENCHING / PIPE LAYING**

BILL OF QUANTITIES DOCUMENT

PROJECT: **APPOINTMENT OF A CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL**

SECTION 1: PRELIMINARY AND GENERAL

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
1	SANS 1200 A	Preliminary and General				
1.1		Fixed Charge Items				
1.1.1	8.3.1	Contractual requirements to cover the Contractor's costs for the provision of sureties, insurances and other requirements as NEC3 conditions of contract.	Sum	1		
1.1.2	8.3.2	The Contractor to establish facilities on site as follows:				
1.1.2.1	8.3.2.1 (c)	Name boards as per Specifications	No	2		
1.1.3	8.3.2.2	Facilities for the Contractor for the duration of the Contract (6 months):				
1.1.3.1	8.3.2.2	Provide offices and storage sheds as necessary for the duration of the Contract	Sum	1		
	8.3.2.2	Provide ablution and latrine facilities as per conditions of construction	Sum	1		
	8.3.2.2	Supply tools and equipment as per the Contractor's requirements	Sum	1		
	8.3.2.2	Provide water supplies, electric power and communications as necessary	Sum	1		
	8.3.2.2	Deal with water as described in SANS 1200A section 5.5	Sum	1		
	8.3.2.2	The Contractor to establish access road to site (Sub Clause 5.8 in SANS 1200A)	No	2		
1.1.4	8.3.4	The Contractor to remove site establishment upon completion of the Contract	Sum	1		
Total Carried Forward						

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
		Total brought Forward				
1.2		Time Related Items				
1.1.5	8.8.2	Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications	Sum	1		
1.2.1	8.4.1	Contractual requirements to cover the Contractor's costs for the 6 months duration of the contract for the providing of sureties, insurances and other requirements as stated in the Tender Document	Sum	1		
1.2.2.2	8.4.2.2	Facilities for the Contractor for the duration of the 6 months Contract as stated in item 1.1.3.1.	Sum	1		
1.2.3	8.4.3	a) Professional Engineering Fees & Disbursements for the entire Supply and Construction scope of work. - Detailed Design and Specification = 20% - Contract Administration and Inspection = 20% - Close-Out = 15%	Sum	1		
		b) Construction Monitoring Level 1	Month	6		
1.2.4	8.4.4	The Contractor's company and head office overhead costs for contract duration	Month	6		
1.2.5		Allow for the provision of 3 hard copies of O&M manual	Sum	1		
1.2.6		Allow for community liaison officer(Ward 1) and compensation for six (6) PSC members to attend meetings for the duration of the contract at R300 per PSC member per sitting per month.	Prov. Sum	1		
1.2.7		Compliance with OHS Act and the Construction Regulations 2014)	L/Sum	1		
Total for Section 1: Preliminary and General to be carried to Summary						

APOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
2	Scope of works: Part C3.1	BOREHOLE PUMPSTATION AND RESERVOIR				
2.1		2A. HYDROGEOLOGICAL SERVICES				
2.1.1		Conduct Hydrological Investigation for all 6 borehole sites	Sum	1		
2.1.2		Siting	No	2		
2.1.3		Drilling Supervision	No	2		
2.1.4		Pump Test Supervision	No	2		
2.1.5		Water Quality	No	2		
2.1.6		Installation Supervision including related disbursements costs	Month	6		
Total Section 2A: Hydrogeological Services to be carried to Summary						
Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
2	Scope of works: Part C3.1	BOREHOLE PUMPSTATION AND RESERVOIR				
2.2		2B. DRILLING OF PRODUCTION BOREHOLE				
2.2.1		Establishment (Drilling)	No	2		
2.2.2		Siting, Drilling Rig Set-up	No	2		
2.2.3		Air Percussion Drilling				
		a) 219 mm from 0 - 150m	m	150		
		b) 165 mm from 0 - 150m	m	150		
2.2.4		Development of Borehole	No	2		
2.2.5		Filter Pack	No	2		
2.2.6		Capping of Borehole	No	2		
2.2.7		Mild Steel Casings				
		a) 177 mm O.D Plain	No	2		
		b) 177 mm O.D Perforated	No	2		
2.2.8		Insertion or removal of casing	No	2		
Total for Section 2B: Drilling of Production Borehole to be carried to Summary						

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
2	Scope of works: Part C3.1	BOREHOLE PUMPSTATION AND RESERVOIR				
2.3		2C. PUMP TEST OF PRODUCTION BOREHOLE				
2.3.1		Establishment (Test Pump)	No	2		
2.3.4		Variable Discharge Test (24 hours)	No	2		
2.3.5		Constant Discharge Test (24 hours)	No	2		
2.3.6		Recovery (24 hours)	No	2		
2.3.7		Laying of Discharge Hose	No	2		
2.3.8		Reporting	No	2		
2.3.9		Water Sampling & Delivery to Water Laboratory	No	2		
Total 2C: Pump Test of Production Borehole to be carried to Summary						

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount R-c
2	Scope of works: Part C3.1	BOREHOLE PUMPSTATION AND RESERVOIR				
2.4		2D. RESERVOIR CONTROL MECHANISMS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING				
2.4.1		Conduct Geotechnical Investigation	Sum	1		
2.4.2		Conduct Topographical Survey for all tank installation sites and pipeline routes	Sum	1		
2.4.3		Installation of axial flow pump and motor complete set	No	2		
2.4.4		Borehole Cable	m	5		
2.4.5		HDPE pipe 50mm	m	2000		
2.4.6		HDPE pipe 40mm	m	2000		
2.4.7		Float switch	No	2		
2.4.8		Trench Digging (40 + 50 mm pipe)	m ³	2500		
2.4.9		Reservoir Control Mechanisms (valves, meters and pipe work)	Prov. Sum	1		
2.4.10		Tap with stand and cement block	No	10		
2.4.11		Sand, crusher, cement	m ³	27		
2.4.12		Allow for provision of supply, delivery and installation of inline chlorination unit	Prov. Sum	1		
2.4.13		Electrician and certificate	Sum	1		
2.4.14		Allow for the installation of lightning protection and related appurtenances	No	2		
2.4.15		Allow for electrical and solar panel connection to borehole sites	No	2		
2.4.16		Pump house and fencing (concrete palisade 20m square)	No	2		
Total for Section 2D: Reservoir Control Mechanisms as Specified & Pump Installation/ Trenching / Pipe Laying to be carried to Summary						

SUMMARY OF SCHEDULE OF QUANTITIES		
SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY & GENERAL	
2	BOREHOLE PUMPSTATION AND RESERVOIR	
	A. HYDROGEOLOGICAL SERVICES	
	B. DRILLING OF PRODUCTION BOREHOLE	
	C. PUMP TEST OF PRODUCTION BOREHOLE	
	D. RESERVOIR CONTROL MECHANISMS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING	
	SUB-TOTAL 1	
	VALUE-ADDED TAX (VAT) at 15%	
TOTAL TO BE CARRIED TO FORM OF OFFER		



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ULM/KZN/018/2024/25**

PROJECT: APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

D. Employers' objectives

MISA's objective is to appoint a contractor, for the services of construction or installation of water supply schemes in communities situated in Ubuhlebezwe LM under Harry Gwala District Municipality, Kwazulu Natal.

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

E. BACKGROUND

The Harry Gwala District Municipality (DC43) is located in the southwestern region of the KwaZulu-Natal Province and it covers an area of approximately 10,547 km². HGDM is surrounded by Umgungundlovu DM to the north-east, Ugu DM to the south-east, OR Tambo DM to the south, Alfred Nzo DM to the south-west, the Kingdom of Lesotho to the north-west and uThukela DM to the north. HGDM comprises of the following four Local Municipalities Dr Nkosazana Dlamini-Zuma LM Umzimkhulu LM, Greater Kokstad LM and **Ubuhlebezwe LM**.

The district has been having service delivery challenges coupled with protests because of lack of and erratic water service provision. MISA was requested to provide an intervention and provide water in the areas with no access to water in villages under Ubuhlebezwe LM in Harry Gwala District Municipality, Kwazulu Natal Province. Two (2) production boreholes were identified as an intervention. The project entails, Siting, drilling, testing and equipping of two (2) boreholes and 4,0 km of connecting pipelines in Mahhehle area in Ward 1 of Ubuhlebezwe LM

The primary aim of the project is to provide the community in Ubuhlebezwe LM under Harry Gwala DM with the necessary water supply and storage infrastructure to ensure sustainable water supply to the community.

Water Supply Area	Estimated Population	hh
Mahhehle	9000	
TOTAL	9000	

F. OVERVIEW OF THE WORKS

The overview of the works is to supply potable water to communities in Ubuhlebezwe LM (1) through the siting, drilling, yield testing, water quality testing, equipping and commissioning of two (2) boreholes in Ubuhlebezwe LM (Mahhehle community) under the Harry Gwala District Municipality in the Province of Kwazulu Natal. 4,0 km of connecting pipelines in Mahhehle area in Ward 1 of Ubuhlebezwe LM.

G. EXTENT OF THE WORKS AND SERVICES

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

Main aspects to be covered include:

- a) Appointment of an ECSA registered person with either Pr. Eng. or Pr. Tech Eng with experience in water supply projects
- b) Works design report, work specification, construction BOQ and design drawings.
- c) Geophysical surveying for exploration drilling;
- d) Drilling of production boreholes according but not limited to the DWS minimum standards and guidelines, and registration of the boreholes with DWS.
- e) Aquifer pumping tests of successfully drilled boreholes according but not limited to the DWS minimum standards guidelines.
- f) Hydro-chemical sampling of the tested boreholes to determine the water quality status;
- g) Issuing of borehole management recommendations;
- h) Sizing for the appropriate solar panels and pumping equipment to required heads for reticulation purposes;
- i) Borehole equipping of 2 boreholes which satisfy the water and yield tests with submersible borehole pumps (yield greater than 0.5 l/s);
- j) Construction of borehole pumphouse
- k) Reservoir Control Mechanisms (valves, meters and pipe work)
- l) Installation of solar panel operated borehole pump systems;
- m) Security steel box housing unit and security fence;
- n) Borehole commissioning and compile borehole investigation reports
- o) Preparation of an Environmental Management Plan and related environmental monitoring, auditing and reporting in accordance with NEMA, 1988 and its regulations.
- p) Health & Safety monitoring, auditing and reporting in accordance with OHSA, 2003 and Construction Regulations, 2014.
- q) Design development, preparation of construction drawings and as-builts for the borehole projects
- r) ISD services, and any other related professional services
- s) Training of Municipal Employees on operational and maintenance.
- t) As Built Drawings
- u) Training Manuals, Operation and Maintenance Manuals

H. DESIGN CONSIDERATION

a) Desk Study

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

b) Siting

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

c) Hydro-census

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

d) Geophysical Investigation

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

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

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

e) Drilling of Borehole

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

f) Borehole and aquifer parameters

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

g) Step Tests

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

h) Constant Discharge Tests

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

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

This response can be analysed to provide information in regard to the hydraulic properties of the aquifer. These tests will require the boreholes to be pumped at a single pumping rate which is kept constant for the duration of the test. The pumping rates will be set at yields which will be considered to be sustainable

for the duration of the tests. The drawdown in water level in the boreholes will be measured during the course of the tests and recorded against a time schedule. Should there be any boreholes within close proximity to pumped borehole, the drawdown in water level will be measured and recorded on the same time schedule as the pumped borehole. Water level measurements will be recorded during the recovery period following the end of pumping of each borehole.

i) Groundwater Sampling

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

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

j) Protecting Ground Water

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

k) Equipping

a) Borehole

- i. The borehole collar is to be below ground surface.
- ii. A section of steel casing with a lockable cap should be installed around the borehole collar
- iii. The borehole name is to be painted on each borehole with a stencil.
- iv. The borehole shall be fitted with a flow meter.
- v. All boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.
- vi. Boreholes shall be disinfected where the water chemical analysis recommends action.
- vii. A borehole cap shall be used to seal the borehole.
- viii. The site at each borehole is to be cleaned after completion of the borehole.

b) Submersible pump

- i. Submersible borehole pump complete with steel manhole cover.
- ii. The pump will be determined as per point number 6 above, under Drilling of Borehole.

c) Construction of borehole pumphouse

d) Storage

- i. Reservoir Control Mechanisms(valves ,meters and pipe work)

- e) Water pipework and standpipes.

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

- f) Electrical Power Supply.

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

- g) Securing Borehole Area.

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

I Commissioning

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

- a) The service provider must prepare a close-out report to be submitted to MISA and the Local Municipality.
- b) The service provider must provide an operational and maintenance manual for the boreholes.
- c) The service provider must provide certificates of warranty for all applicable moving parts which will include pumps.

I. PROJECT DELIVERABLES

The successful bidder will be requested to deliver the following during completion of the project,

a. Works Deliverables:

- a) Appointed of an ECSA registered person with either Pr. Eng. or Pr. Tech Eng with experience in water supply projects
- b) Works design report, work specification, construction BOQ and design drawings.
- c) Geophysical surveying for exploration drilling;
- d) Two (2) production boreholes drilled according but not limited to the DWS minimum standards and guidelines, and registration of the boreholes with DWS.
- e) Aquifer pumping tests of successfully drilled boreholes according but not limited to the DWS minimum standards guidelines.
- f) Hydro-chemical sampling of the tested boreholes to determine the water quality status;
- g) Issuing of borehole management recommendations;
- h) Sizing for the appropriate solar panels and pumping equipment to required heads for reticulation purposes;
- i) Borehole equipping of 2 boreholes which satisfy the water and yield tests with submersible borehole pumps (yield greater than 0.5 l/s);
- j) Construction of borehole pumphouse
- k) Reservoir Control Mechanisms (valves, meters and pipe work)
- l) Installation of solar panel operated borehole pump systems;
- m) Security steel box housing unit and security fence;
- n) Borehole commissioning and compile borehole investigation reports
- o) Preparation of an Environmental Management Plan and related environmental monitoring, auditing

and reporting in accordance with NEMA, 1988 and its regulations.

- p) Health & Safety monitoring, auditing and reporting in accordance with OHSA, 2003 and Construction Regulations, 2014.
- q) Design development, preparation of construction drawings and as-builts for the borehole projects
- r) ISD services, and any other related professional services
- s) Training of Municipal Employees on operational and maintenance.
- t) As Built Drawings
- u) Training Manuals, Operation and Maintenance Manuals
- v) Pumping test graphs and details,
- w) Groundwater sample chemical results from accredited SANAS laboratory,
- x) Appendices containing pumping test graphs and pump station management recommendations,
- y) Borehole locality maps,
- z) Hydrogeological investigation reports and registration of production boreholes with DWS,,
- aa) Project Specifications, Bill of Quantities, Construction drawings, as-built drawings and social facilitation (ISD) reports,
- bb) Secured fully functional pump station equipped with storage, power supply, electrical panel control and pipework
- cc) Warranty and guarantee certificates for installed infrastructure,
- dd) Health and Safety (OHSA, 2003) and Environmental Management (NEMA, 2003) related documentation and project records,
- ee) Close Out Report,

b) Administrative 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).

J. LEGISLATIVE REQUIREMENTS

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

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

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

K. LOCATION OF THE WORKS

The targeted areas fall under the jurisdiction of Ubuhlebezwe LM in Harry Gwala District Municipality. The Locality Map for Harry Gwala District is shown in Figure 1 below.



Figure 1: Locality Map for Harry Gwala District

APOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.



Figure 2: Google Earth Map of the Village

Borehole Coordinates in Ubuhlebezwe LM, Harry Gwala District Municipality:

VILLAGE	WARD	COORDINATES	
		Longitude	Latitude
Mahhehle	1	29°53'58.11"E	30° 06'09.45"S
		29°54'25.36"E	30° 06'46.77"S

L. 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:

a) 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).

b) Water demand & storage

Average water demand will be estimated according to the Red Book (The Neighbourhood Planning and Design Guide) and more specifically to RDP standard.

The design parameters (assumptions) are as follows;

General parameters:

- | | |
|----------------------|-----------------------------|
| a) Household content | = 4 persons |
| b) Growth | = 1% per annum |
| c) Consumption rate | = 25 - 40 litres/capita/day |
| d) Peak Factor | = 6 |

c) Supply pipelines

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

M. STANDARD SPECIFICATIONS

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

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

SANS 1200 A :	General
SANS 1200 AB :	Engineers Office
SANS 1200 C :	Site Clearance
SANS 1200 D :	Earthworks
SANS 1200 DB :	Earthworks (Pipe Trenches)
SANS 1200 G :	Concrete
SANS 1200 HA :	Structural Steelwork (small works)
SANS 1200 L :	Medium pressure pipelines
SANS 1200 LB :	Bedding (Pipes)

SANS 1200 MM : Ancillary Road works

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

The following SANS specifications are also applicable to this contract:

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

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

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

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

South African Bureau of Standards
Private Bag X191
Pretoria, 0001

N. PROJECT MANAGEMENT STRUCTURES

- a) The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for Kwazulu Natal Province.
- b) All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National Office in Pretoria through the MISA Provincial Manager for Kwazulu Natal, after approval of completed works.
- c) Progress reporting will be required per payment certificate and should reflect progress on site.
- d) The **Role of the Municipality** is defined as follows:
 - i. Nominate a project technical official to be part of the project team
 - ii. Assist in the identification of relevant officials to be trained for Operation and maintenance of the asset produced by this project.
 - iii. Acceptance of the asset to be produced by this project at handover stage and include in the asset register.
 - iv. Budget for the operation and maintenance of the asset
 - v. Operate and maintain the asset

- vi. Mobilise the beneficiary communities for participation in the project implementation process
- vii. Assist in the appointment of social facilitation structure such as Project Steering Committee and Project Liaison Officer

O. 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.

P. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

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

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

R. PRELIMINARY AND GENERAL

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

The P&Gs are also to include full compensation at the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R5000 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project. Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at 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 requirements

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

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

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 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.

3.3.3 Communications

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

3.3.4 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.:

APOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

PART C4: SITE INFORMATION

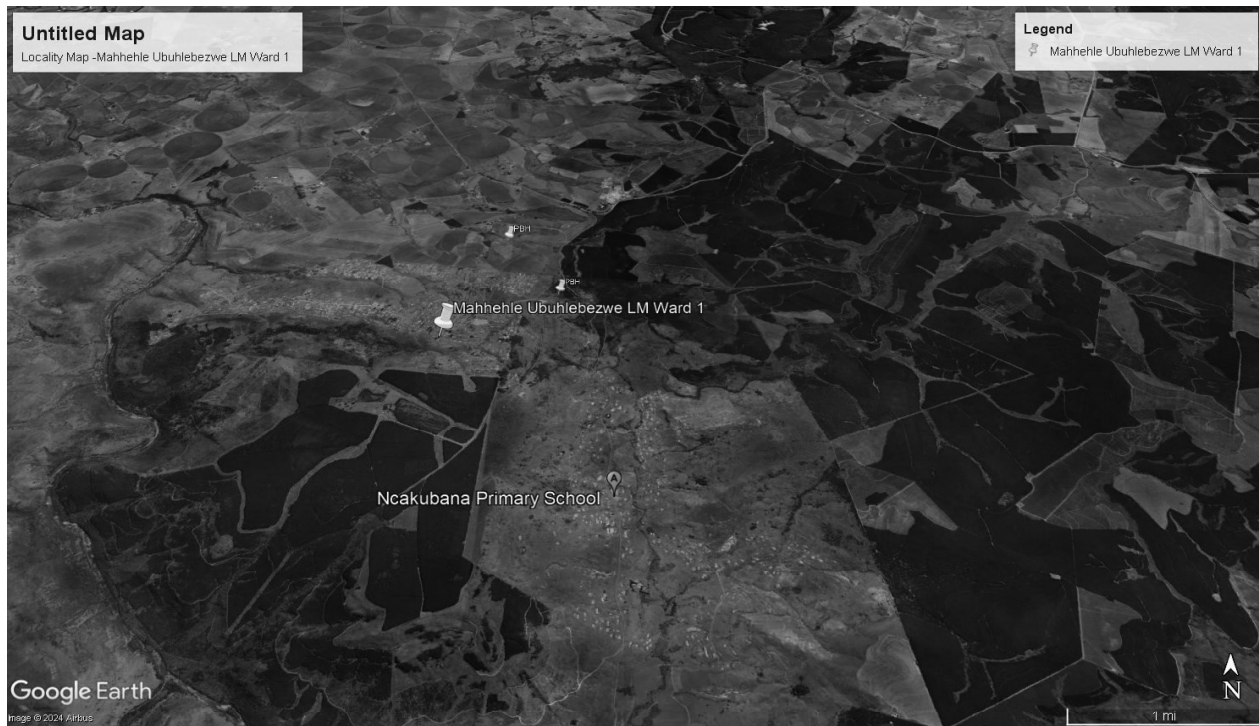
C4.1 LOCALITY PLAN

Locality plan below shows the location of the Municipality in relation to the District:



APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES AND CONNECT TO NEWLY CONSTRUCTED INFRASTRUCTURE IN UBUHLEBEZWE LM, UNDER HARRY GWALA DISTRICT MUNICIPALITY IN THE PROVINCE OF KWAZULU NATAL.

The locality of the target areas is shown in the Figure below:



md