



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

Today, Creating a Better Tomorrow

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046
Private Bag X105, Centurion, 0046 Tel: 012 848 5300

Reference: MISA/NDZLM/DSDERB/012/2019

TENDER DOCUMENTS FOR

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, NGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE

| | |
|-----------------------------|---|
| Employer | Municipal Infrastructure Support Agent |
| Reference no. | MISA/NDZLM/DSDERB/012/2019 |
| Closing date and Time: | 16 October 2019 @ 11:00am |
| Contact details: | Ms. Lumka Tyikwe at lumka.tyikwe@misa.gov.za |
| The Service Provider (Name) | |

SBD



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| Employer | Municipal Infrastructure Support Agent |
| Reference no. | MISA/NDZLM/DSDERB/012/2019 |
| Closing date and Time: | 16 October 2019 @11:00am |
| The Tenderer (Name) | |
| Compulsory briefing session and site visit date and time: | 04 October 2019 @ 10 :00am |

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The Tender

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, MGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management Policy 2017-2018

SANS 10845-1 (2015), Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2 (2015), Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3 (2015), Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; dated: 20 January 2017 issued according to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 4: Quality , Price and Preference in line with **SANS 10845-1 (2015)**



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T1 Tendering procedure

T1.1 Tendering notice and invitation to tender

The Municipal Infrastructure Support Agent invites suitably experienced Contractors to submit their bids for the water supply projects as per the table:

| TENDER NO. | PROJECT NAME | COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME | TENDER CLOSING DATE & TIME |
|----------------------------|---|---|--|
| MISA/NDZLM/DSDERB/012/2019 | APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND | A Compulsory Briefing session will be held @ 617 Bulwer Library in the hall. 29°48'37.4"S29°46.06.9E Date: 04 October 2019 At 10:00 AM | 16 October 2019 @ 11:00am 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1 st Floor, Reception, Centurion, Pretoria 0046 |

| | | | |
|--|--|--|--|
| | COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI,BHIDLA,KWASHAY A,NKUMBA,MGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULUNATAL PROVINCE | Note: Tenders submitted by those who fail to attend the compulsory briefing session and sign the attendance register will be DISQUALIFIED from the evaluation | |
|--|--|--|--|

A **compulsory** briefing session will be convened at the place, date and time shown above unless otherwise amended. Representative(s) from MISA will meet the prospective Tenderers to provide details of the Contract. It is required that interested Service Providers should send appropriate representative(s) to the compulsory briefing session to ensure understanding of the project.

The Tender Documents will be available from **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

All enquiries shall be directed to supply chain to **Ms. Lumka Tyikwe** at lumka.tyikwe@misa.gov.za within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. MISA does not take any responsibility for wrongly and/ or illegibly written email addresses.

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

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit their tenders using only the tender documents published on **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa.

The evaluation of tenders will follow the **Method 4: Quality, Price and Preference** (SANS 10845-1 (2015)).

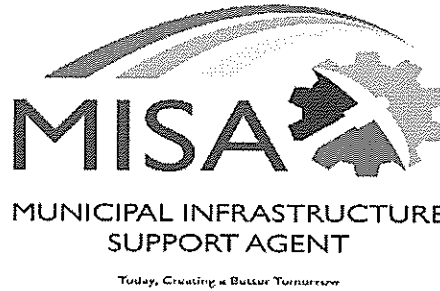
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Mr. Ntandazo Vimba

Chief Executive Officer

Municipal Infrastructure Support Agent



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T1.2 TENDER DATA

The conditions of the tender are the SANS 10845-3 (2015), Standard conditions of tender.

SANS 10845-3 (2015) 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 provisions of SANS 10845-3 (2015).

Each item of tender data given below is cross-referenced to the clause in SANS 10845-3 (2015) 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. |
| 3.2 | The tender documents issued by the employer comprise documents listed on the contents page |
| 3.4 | The employer's agent is: Name: Mr. Ntandazo Vimba Address/ Contact: 1303 Heuwel Avenue, Riverside Office Park, |

| CLAUSE NUMBER | TENDER DATA |
|------------------|---|
| | <p>Letaba House, Centurion, Pretoria 0046</p> <p>Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: lumka.tyikwe@misa.gov.za</p> |
| 3.4 | The language of communications is English |
| 4.1 | <p>Only those tenderers who satisfy the following Eligibility Criteria and who provide required evidence in tender submission are eligible to submit tenders and have their tenders evaluated. The tenderer must submit the following:</p> <ol style="list-style-type: none"> 1. In case of Joint Venture/ Consortium, a Joint Venture agreement signed by all parties must be submitted. 2. A copy of proof of registration in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit a proof (letter or shareholding certificate) from auditing firm of the holdings company of agreement between the holdings company and the subsidiary. 4. Attend the compulsory briefing session and sign the attendance register. 5. Company profile. 6. The tenderer has a CIDB rating of 5CE or Higher (Attach confirmation from the CIDB). 7. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 8. The tender documents issued by MISA are not tampered and remain intact. |
| 4.7 | <p>The tenderers are required to attend a compulsory briefing session as detailed in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No submission will be considered for evaluation unless the Tenderer or authorised representative(s) attend a compulsory briefing session.</p> <p>Tenderers or their authorised representatives must sign an attendance register and provide detailed contacts in favour of the tendering entity there in. Addenda, if any, will only be issued to tenderers who would have attended a compulsory briefing session.</p> |
| 4.12 | No alternative tender offer will be considered. |

| CLAUSE NUMBER | TENDER DATA |
|------------------|---|
| 4.13.4 | <p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. In case of Sub-contracting: <ol style="list-style-type: none"> 3.1 a tenderer may not be awarded points for B-BBEE if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the contract [ref. clause 7(5) of Preferential Procurement Regulations, 2017]; and 3.2 a tenderer awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. (ref. clause 12(3) of Preferential Procurement Regulations, 2017] . 4. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by MISA are not altered and should remain the same. 6. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders. |
| 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 | <p>Location of tender box:</p> <p>Reception Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> |

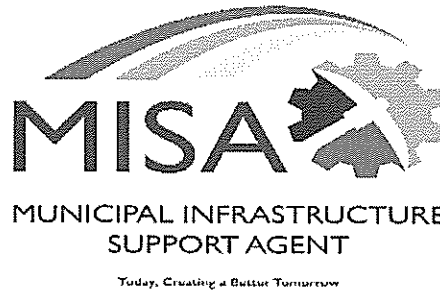
| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|-------------------------------------|------------------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|---------------------------|---|
| | Identification details on the Tender package(s): 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission | | | | | | | | | | | | | | | | | | | | |
| 4.13.5 | Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a CD/DVD or Flash Drive. | | | | | | | | | | | | | | | | | | | | |
| 4.13.6 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted. | | | | | | | | | | | | | | | | | | | | |
| 4.15 | The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1) | | | | | | | | | | | | | | | | | | | | |
| 4.16 | The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day. | | | | | | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | | | | | | | | |
| 5.11.5 | <p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula for the responsive tenders.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where f_1 and f_2 are fractions; f_1 equals 1 minus f_2; and f_2 equals to 0.40</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7, where the score for financial offer is calculated using the following formula</p> $N_{FO} = W_1 A$ <p>Where maximum point for price $W_1 = 80$; (ref: preferential regulations 2017)</p> <p>Where $A = (1 - (P - P_m) / P_m)$</p> $A = \{1 - (P - P_m) / P_m\},$ <p>[where P is the comparative price of the Tender under consideration and P_m is the comparative price of lowest qualified Tender]</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017, which is up to maximum of 20 points.</p> <p>N_Q is the number of tender evaluation points awarded for quality, where maximum point for qualification is 100 (W_2). The minimum qualifying overall marks for quality to qualify for evaluation are 65 points</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table> | B-BBEE Status Level of Contribution | Number of Points | 1 | 20 | 2 | 18 | 3 | 14 | 4 | 12 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non-Compliant Contributor | 0 |
| B-BBEE Status Level of Contribution | Number of Points | | | | | | | | | | | | | | | | | | | | |
| 1 | 20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 18 | | | | | | | | | | | | | | | | | | | | |
| 3 | 14 | | | | | | | | | | | | | | | | | | | | |
| 4 | 12 | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | | | | | | | | | | | | | | | | | | | | |
| 6 | 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | 4 | | | | | | | | | | | | | | | | | | | | |
| 8 | 2 | | | | | | | | | | | | | | | | | | | | |
| Non-Compliant Contributor | 0 | | | | | | | | | | | | | | | | | | | | |

| CLAUSE NUMBER | TENDER DATA | | | | | | | | | | | | | | | | | |
|---|---|--------------------------|--|------------------|---------------------|--------------------------|--|------------|----|----------------------------|------------|----|--------------------|------------|----|---|--|------------|
| | Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points. | | | | | | | | | | | | | | | | | |
| 5.11.9 | <p>The functionality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p><i>A Tender scoring below <u>65 points</u> in Functionality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</i></p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Tenderer's Relevant Project Experience</td><td>Schedule 1</td><td>30</td></tr><tr><td>Expertise of key personnel</td><td>Schedule 2</td><td>50</td></tr><tr><td>Company's Capacity</td><td>Schedule 3</td><td>20</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> | | | Quality criteria | Evaluation schedule | Maximum number of points | Tenderer's Relevant Project Experience | Schedule 1 | 30 | Expertise of key personnel | Schedule 2 | 50 | Company's Capacity | Schedule 3 | 20 | Maximum possible score for quality (M_s) | | 100 |
| Quality criteria | Evaluation schedule | Maximum number of points | | | | | | | | | | | | | | | | |
| Tenderer's Relevant Project Experience | Schedule 1 | 30 | | | | | | | | | | | | | | | | |
| Expertise of key personnel | Schedule 2 | 50 | | | | | | | | | | | | | | | | |
| Company's Capacity | Schedule 3 | 20 | | | | | | | | | | | | | | | | |
| Maximum possible score for quality (M_s) | | 100 | | | | | | | | | | | | | | | | |
| 5.13 | <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none">the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;the tenderer has not:<ol style="list-style-type: none">abused the Employer's Supply Chain Management System; orfailed to perform on any previous contract and has been given a written notice to this effect;the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. | | | | | | | | | | | | | | | | | |
| 5.17 | <p>The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.</p> | | | | | | | | | | | | | | | | | |
| | <p>TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> | | | | | | | | | | | | | | | | | |

| CLAUSE NUMBER | TENDER DATA |
|------------------|--|
| | <p>D. In the event that two or more Tenders have scored equal total point, the successful bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p>ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenderers may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</p> <p>Should a Tenderer</p> <ul style="list-style-type: none"> 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; <p>then the Tenderer shall be liable for and pay to the Employer –</p> <ul style="list-style-type: none"> 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; |

| CLAUSE NUMBER | TENDER DATA |
|------------------|--|
| | <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each 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.</p> |

| CLAUSE NUMBER | TENDER DATA |
|------------------|--|
| | <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. 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. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the 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.</p> <p>The tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> <p>Should the tenderer fail to amend his tender in a manner acceptable to the Employer, it should result rejection of the tender <u>unless</u> the Employer decided otherwise.</p> |



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046
Private Bag X105, Centurion, 0046 Tel: 012 848 5300

Reference: MISA/NDZLM/DSDERB/012/2019

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, MGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE

T2 Returnable documents

T2.1 List of returnable documents

A. Documentation to demonstrate eligibility to have tenders evaluated

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

Failure to provide these documents A shall result in the tenderer's tender NOT being evaluated.

B. Other documents required for tender evaluation purposes

1. CVs of key personnel:

- Project Manager: Civil Engineer
- Hydrogeologist,
- Geotechnician
- Site Agent
- Occupational Health and Safety Officer

2. Copies of Certificates(s) / academic record of relevant formal qualifications for all key personnel stated on No:1 above. For Foreign Qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copies.
 3. Evaluation Schedule 1: Relevant Project Experience (Clause 5.11.9 of T1.2 Tender Data)
 4. Evaluation Schedule 2: Expertise of Key personnel (Clause 5.11.9 of T1.2 Tender Data)
 5. Evaluation Schedule 3: Company's Capacity (Clause 5.11.9 of T1.2 Tender Data)
 6. Record of Addenda to Tender Documents
 7. Proposed Amendments and Qualifications
 8. Compulsory Declaration
 9. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and / or municipality
- C. 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. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

2. Proposed amendments and qualifications

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

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

3. Compulsory declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

| | |
|---------------------|--|
| Name of enterprise: | |
| Contact person: | |
| Email: | |
| Telephone: | |
| Cell no | |
| Fax: | |
| Physical address | |
| Postal address | |

Section 2: Particulars of companies and close corporations

| | |
|---|--|
| Company / Close Corporation registration number | |
|---|--|

Section 3: SARS Information

| | |
|--------------------------|--|
| Tax reference number | |
| VAT registration number: | (State Not Registered if not registered for VAT) |

Section 4: Central Supplier Database Registration Number

| | |
|---|--|
| Central Supplier Database Registration number (if applicable) | |
|---|--|

A. VENDOR REGISTRATION

The Contractor shall complete vendor registration forms before the signing of the contract. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- i. Company registration documents, share certificate and joint venture agreements
- ii. Certified copies of the Identity Documents of directors / managing members
- iii. Tax clearance certificate
- iv. VAT registration certificate
- v. B-BBEE Certification and B-BBEE Rating Certificate
- vi. Company letter head
- vii. A cancelled cheque of stamped letter from the bank, verifying the banking details

Vendor registration forms may be obtained from MISA Supply Chain Offices.

Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

| Full name of principal | Identity number | Personal tax reference number |
|------------------------|-----------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

| Name of principal | Name of institution, public office, board or organ of state and position held | Status of service (✓ (tick) appropriate column) | |
|-------------------|---|--|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

Section 7: Record of family member in the service of the state

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | a member of an accounting authority of any national or provincial public entity |
| a member of the National Assembly or the National Council of Province | an employee of Parliament or a provincial legislature |
| a member of the board of directors of any municipal entity | |
| an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

| Name of family member | Name of institution, public office, board or organ of state and position held | Status of service (✓ (tick) appropriate column) | |
|-----------------------|---|--|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal

knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with

the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and/ or municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

| | |
|----------------------------|--|
| Name of enterprise: | |
| Contact person: | |
| Email: | |
| Telephone: | |
| Cell no | |
| Fax: | |
| Physical address | |
| Postal address | |

Section 2: Declaration for services:

The enterprise has been awarded the following services by an organ of state during the last five years.

| Name of organ of state | Estimate d number of contract s | Nature of service, e.g, surveying quantity | Service similar to required service (yes / no) last 5 years |
|------------------------|--|---|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(ie: all municipal accounts are paid up to date)*;

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ _____% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is _____%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

| Name of organ of state | Estimated number of contracts | Nature of contracts |
|------------------------|-------------------------------|---------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

5. Preferencing Schedule: Broad Based Black Economic Empowerment Status (B-BBEEE Status)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *"Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy."*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

| B-BBEE Status Level of Contribution | Number of Points |
|-------------------------------------|------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-complaint contributor | 0 |

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of :

Telephone:

Fax:

Date:

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. Evaluation schedule 1:

Experience of the tenderer in assessment, design, drilling, equipping of solar powered boreholes, refurbishment, water reticulation and construction supervision.

The experience of the company (as opposed to key staff members) in the siting, drilling and equipping boreholes over the last three years.

The information shall be for completed projects within last **three years** only.

Tenderers should very briefly describe their experience in this regard, emphasizing the nature of the works and complexity. Tenderers to submit reference letters/completion certificates on the clients letterhead for work successfully completed within the last three years. The description should be presented in tabular form with the following headings and appended to this page.

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

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

1. Assessment, design, drilling, equipping of solar powered boreholes, refurbishment, water reticulation and construction supervision of boreholes
Projects Completed with reference letters/completion certificates **15 points**
 - a) 1 to 2 projects = 5 points
 - b) 3 to 4 projects = 10 points
 - c) 5 or more projects = 15 points
2. Highest value of project completed **15 points**
 - a) Below R3 Million = 1 points
 - b) R3 Million to below R6 Million = 5 points
 - c) R6 Million to below R10 Million = 10 Points
 - d) R10 Million and above = 15 points

Total 30 points

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

7. Evaluation schedule 2:

Expertise (relevant qualification and experience of staff allocated to the project)

The qualification and experience of key personnel allocated to the project responsible for various functions, on behalf of the Service Provider, will be evaluated in relation to her/ his academic and experience on projects having scope of work relevant to this project as presented in the table below.

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

The scoring of key personnel will be as below:

(Project Engineer = 15, Hydrogeologist = 10, Geotechnician = 10, Site Agent= 10, Health and OSH Officer = 5)

A. Project Engineer – (Total 15 points)

Competency: Minimum Bachelors or B.Tech degree in Civil Engineering and minimum 5 years of experience in water infrastructure projects – solar powered boreholes and reticulation design, implementation, supervision and commissioning. **This is the minimum requirement to consider for the position otherwise the scoring for the proposed person shall be considered as '0' (Zero).**

- | | | |
|--|---|-------------------------|
| 1. Years of work experience as Project Engineer | | <u>10 points</u> |
| a) below 5 years | = | 1 point |
| b) 5 years to below 7 years | = | 5 points |
| c) 7 years and above | = | 10 points |
| 2. Highest value of a single Water Supply Infrastructure project completed, backed up by proof of completion certificate per project | | <u>5 points</u> |
| a) Below R 3 Million | = | 1 point |
| b) R 3 Million to below R 5 Million | = | 3 points |
| c) R 5 Million and Above | = | 5 points |

B. Hydrogeologist – (Total 10 points)

Competency: Minimum Bachelors degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography and minimum 3 years of experience in hydrogeological investigations and supervision of drilling and equipping of boreholes and or serving as a hydrogeologist. **This is the minimum requirement to consider for the position otherwise the scoring for the proposed person shall be considered as '0' (Zero).**

- | | | |
|---|---|------------------------|
| 1. Years of work experience as Hydrogeologist | | <u>5 points</u> |
| a) Below 3 years | = | 0 points |
| b) 3 years | = | 2 points |
| c) Above 3 years | = | 5 points |

2. Highest value of a single Water Supply Infrastructure project completed, backed up by proof of completion certificate per project **5 points**

- | | | |
|-------------------------------------|---|----------|
| a) Below than R 3 Million | = | 1 point |
| b) R 3 Million to below R 5 Million | = | 3 points |
| c) R 5 Million and Above | = | 5 points |

C. Geo-technician – (Total 10 points)

Competency: National Diploma in Civil Engineering and a minimum 3 years of experience in hydrogeological investigation and supervision of drilling of Boreholes and or servicing as a geo-technician. **This is the minimum requirement to consider for the position otherwise the scoring for the proposed person shall be considered as '0' (Zero).**

1. Years of work experience as Geo-technician **5 points**

- | | | |
|------------------|---|----------|
| a) Below 3 years | = | 0 points |
| b) 3 years | = | 2 points |
| c) Above 3 years | = | 5 points |

2. Highest value of a single Water Supply Infrastructure project completed, backed up by proof of completion certificate per project **5 points**

- | | | |
|-------------------------------------|---|----------|
| a) Below than R 3 Million | = | 1 point |
| b) R 3 Million to below R 5 Million | = | 3 points |
| c) R 5 Million and Above | = | 5 points |

D. Site Agent – (Total 10 points)

Competency: Minimum Infrastructure related Certificate in Civil Engineering and a minimum 3 years of experience serving as a foreman on a borehole drilling site. **This is the minimum requirement to consider for the position otherwise the scoring for the proposed person shall be considered as '0' (Zero).**

1. Years of work experience as Site Agent **5 points**

- | | | |
|------------------|---|----------|
| a) Below 3 years | = | 0 points |
| b) 3 years | = | 2 points |
| c) Above 3 years | = | 5 points |

2. Highest value of a single Water Supply Infrastructure project completed, backed up by proof of completion certificate per project **5 points**

- | | | |
|-------------------------------------|---|----------|
| a) Below than R 3 Million | = | 1 point |
| b) R 3 Million to below R 5 Million | = | 3 points |
| c) R 5 Million and Above | = | 5 points |

E. Occupational Health & Safety Officer – (Total 5 points)

Competency: A minimum Certificate in Health and Safety and minimum 3 years of experience as OH&S Officer on a Construction project Site. **This is the minimum requirement to consider for the position otherwise the scoring for the proposed person shall be considered as '0' (Zero).**

1. Years of work experience as OH&S

5 points

- | | |
|------------------|------------|
| a) Below 3 years | = 0 points |
| b) 3 years | = 2 points |
| c) Above 3 years | = 5 points |

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

Signed

Date

Name

Position

Enterprise name

8. Evaluation schedule 3:

Capacity: Ability to carry out the project within the stipulated timeframe and budget.

Total _____ **= 20 points**

- **Resources available to Organisation:** include organization's plants and equipment including but not limited to:
 - Drilling unit = 5 Points,
 - Supply/Support vehicles = 6 Points,
 - Other Ancillary plant and equipment = 3 Points,
 - Testing Unit = 3 Points
 - Water level measuring devises = 3 Point

Attach proof of ownership or letter from a registered hire company showing rental arrangement.

A Tender scoring below 65 points in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046
Private Bag X105, Centurion, 0046 Tel: 012 848 5300

Reference: MISA/NDZLM/DSDERB/012/2019

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, MGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE

Based on

General Conditions of Contract (2015)



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046

Private Bag X105, Centurion, 0046 Tel: 012 848 5300

Reference: MISA/NDZLM/DSDERB/012/2019

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR ASSESSMENT, DISCHARGE YIELD TESTING, QUALITY TESTING OF DESIGN, SITING, DRILLING, EQUIPPING, REFURBISHMENT OF BOREHOLES, CONSTRUCTION MONITORING AND COMMISSIONING OF A SOLAR POWERED BOREHOLES AT, FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, MGWEMPISI, KWAMNYAMANA AND PHOSANE IN THE DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY, HARRY GWALA DISTRICT MUNICIPALITY IN THE KWAZULU NATAL PROVINCE

C1 Agreements and contract data

C1.1 Form of offer and acceptance

Offer

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

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

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

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

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

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

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the 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 *Engineer* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature _____ Date: _____

Name(s)

Capacity Municipal Infrastructure Support
Agent

Schedule of Deviations

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



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C1.2 Contract data

The Conditions of Contract are the General Conditions of Contract (April 2015 edition) published by the SAICE

Part one - Data provided by the *Employer*

| Clause | Data |
|----------|---|
| 1.1.1.5 | The "Commencement Date" is dd mmmm yyyy |
| 1.1.1.13 | The "Defects Liability Period" is 6 months |
| 1.1.1.14 | The "Due Completion Date" for achieving Practical Completion is 6 months from the "Commencement Date", dd mmmm yyyy |
| 1.1.1.15 | The "Employer is the Municipal Infrastructure Support Agent. |
| 1.1.1.26 | The "Pricing Strategy" is by Re-measurement Contract. |
| 1.2.1.2 | The Employer's address for receipt of communication and notices is Contact Person: Ms. Lumka Tyikwe Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 |

| | |
|-----------|--|
| | Telephone: 012 848 5300 |
| 1.1.1.25 | The "Pricing Data" is in the document called part 2: Pricing Data |
| 1.1.1.20 | The offered total of the Prices is in the document called Part 1: Form of Offer and Acceptance |
| 1.1.1.33 | The "Works" are the drilling or rehabilitation and equipping of boreholes |
| 1.1.1.30 | The "Site Information" is in the document called Part 4: Site Information |
| 1.1.1.29 | The "Site" is Fatima, Drayini, Bhidla, Kwashaya, Nkumba, Mgwempisi, Kwamnyamana and Phosane Village in the Harry Gwala District Municipality, KZN Province |
| 1.1.1.28 | The "Scope of Work" is in the document called Part 3: Scope of Work |
| 1.3.2 | The Governing law applicable to this contract is the law of the Republic of South Africa |
| 1.3.3 | The <i>language of this contract</i> is English |
| 4.4.1 & 2 | If the <i>Contractor</i> subcontracts work, it should not be more than 25% of the total value of the contract. |
| 5.1 | The Special non-working days applicable to this contract are: a) Public Holidays and Sundays |
| 5.3.1 | The documentation required before commencing with the works are: 1) Health and Safety Plan (refer to Clause 4.3) 2) Initial Programme (refer to clause 5.6) 3) Security (refer to clause 6.2) 4) Insurances (refer to clause 8.6) |
| 5.3.2 | The Contractor must submit to the Employer the documents indicated in 5.3.1 within 14 days of the appointment date. |
| 5.4.2 | The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer. |
| 5.8.1 | The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above. |
| 5.12 | <p>FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL</p> <p>Extension of time in terms of Clause 5.12 of the general conditions of contract in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> |

| | <p>V: Extension of time in calendar days for the calendar month under consideration.</p> <p>N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.</p> <p>R_w: Actual total rainfall in mm recorded during the calendar month under consideration.</p> <p>N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter.</p> <p>R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions. If this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others.</p> <p>The Contractor shall, at its own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required, the Employer's Agent shall be entitled to witness the reading of the gauge.</p> <p>The rainfall records applicable to this Contract are those recorded at the nearest formal weather station and shall obtained as soon as any abnormal conditions may be evident. The format of the information reflected in the rainfall record shall follow the following configuration and show the values of N_n and R_n respectively.</p> <table><tr><th>MONTH</th><th>N_n (Days)</th><th>R_n (mm)</th></tr><tr><td>January</td><td></td><td></td></tr><tr><td>February</td><td></td><td></td></tr><tr><td>March</td><td></td><td></td></tr><tr><td>Etc</td><td>Etc</td><td>Etc</td></tr></table> | MONTH | N _n (Days) | R _n (mm) | January | | | February | | | March | | | Etc | Etc | Etc |
|----------|---|---------------------|-----------------------|---------------------|---------|--|--|----------|--|--|-------|--|--|-----|-----|-----|
| MONTH | N _n (Days) | R _n (mm) | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | | |
| Etc | Etc | Etc | | | | | | | | | | | | | | |
| 5.13.1 | The penalty for delay is R1 000.00 per day | | | | | | | | | | | | | | | |

| | |
|-----------|--|
| 5.14.1 | The requirements for achieving Practical Completion are set out in the Scope of Work. |
| 5.14.7 | This Contract does not contain multiple "Due Completion Dates". |
| 5.16.3 | The latent defects liability period for Civil Engineering works is 10 years. |
| 6.2.1 | <p>The type of security for the due performance of the Contract shall be the following:</p> <p>A Fixed Performance Guarantee of 10% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 - Performance Guarantee.</p> |
| 6.5.1.2.3 | The percentage allowance on the net cost of workmen and materials actually used in the completed work is 10 %. |
| 6.8.2 | The Contract Price Adjustment Factor shall not be applied to this Contract. |
| 6.8.3 | Price adjustment in the cost of special materials shall not apply to this Contract |
| 6.10.1.5 | The percentage advance on plant and materials not yet built into the Permanent Works is 80%. |
| 6.10.3 | The percentage retention shall be 5% until the retention money reaches the "limit of retention money" that shall be 5% of the contract value. A retention money guarantee will not be permitted. |
| 8.3 | <p>The following provisions is applicable in addition to the normal provisions of Clause 8.3 "Excepted risks":</p> <p>The "excepted risks" listed under 5.13 Clause 8.3.1 and in specific Clauses 8.3.1.1 - 8.3.1.10, shall be legally deemed as events or circumstances of "Force Majeure".</p> <p>"Force Majeure" is exceptional events or circumstances:</p> <ul style="list-style-type: none"> a) which is beyond a Party's control; b) which such a Party could not reasonably have provided against before entering into the Contract; c) which, having arisen, such Party could not reasonably have avoided or overcome; and d) which is not substantially attributable to the other Party. <p>In the event of occurrence of force majeure, either Party to the Contract may terminate the Contract in terms of the provisions of Clauses 9.1.1 – 9.1.3.</p> <p>The provisions of Clauses 9.1.4 – 9.1.6 shall apply in terms of a force majeure event relating to the payment of increased cost (whether the Contract is terminated or not); as well as payment requirements on termination of the Contract.</p> <p>The provisions of Clause 5.12 shall apply for Extension of time for Practical Completion on continuation of the Contract.</p> |

| | |
|-----------|---|
| 8.6.1 | The following insurances shall be effected and maintained in the joint names of the Employer and Contractor: |
| 8.6.1.1 | Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of: |
| 8.6.1.1.1 | The Contract Price (Excl. Contingencies and VAT) is 10% |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00; and |
| 8.6.1.1.3 | The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00. |
| 8.6.1.2 | Special Risk Insurance |
| 8.6.1.3 | Liability insurance of at least R 1,000,000.00 with the number of events being unlimited. |
| 8.6.5 | The insurances shall be effected with an insurance company registered in South Africa. |
| 10.5.2 | Dispute resolution shall be by ad-hoc adjudication. |
| 10.5.3 | The number of Adjudication Board Members to be appointed is one. |
| 10.7.1 | In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration. |
| 10.7.2 | <p>The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</p> <p>The place where arbitration is to be held is To be Advised</p> <p>The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, the Chairman of the Association of Arbitrators (Southern Africa) or its successor body</p> |
| 10.8.1 | In the event of disagreement with the Arbitrator, the determination of disputes shall be by court proceedings. |

Part C1.2 Contract Data

The *Contractor* is advised to read the GCC for Construction Works (Third edition of June 2015) and the relevant Guidance Notes and Flow Charts, published by the South African Institution of Civil Engineering.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1. GENERAL

1.1 Definitions

1.1.1.9 The "**Contractor**" is

1.2 Interpretations

1.2.1.2 Delivery of notices

The Contractor's address is:

Physical Address:

Postal Address:

Tel (Office):

Fax:

Contact Person:

6. PAYMENT AND RELATED MATTERS

6.2.1 Delivery of security

The type of security to be provided by the Contractor shall be one of the following (Excl VAT and Contingency) from the Contract Sum:

- Fixed Performance Guarantee of 10% of the Contract Sum.

6.8.3 Variation in cost of special materials

The variation in cost of special materials shall not be applied to this contract.

| Type of special material | Unit | Base Rate or price |
|--------------------------|------|--------------------|
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C1.3 Pro Forma Performance Guarantee GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"

means:

—

Physical

address:

—

"Employer" means: Municipal Infrastructure Support Agent

"Contractor"

means:

"Employer's Agent" means:

"Sub-Contractors" to be advised from time to time.

"Works"

means:

"Site"

means:

"Subcontract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Subcontract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount _____ in _____ words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount _____ in _____ words:

Type of Performance Guarantee: _____ (Insert Variable or Fixed)

"Expiry Date" means: _____ (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R _____

Amount in words _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Subcontract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: _____

Date: _____

Guarantor's _____ signatory (1):

Capacity: _____

Guarantor's _____ signatory (2):

Capacity: _____

Witness signatory (1) _____

Witness signatory (1) _____



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PART C2: PRICING DATA

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PART C2: PRICING DATA

C2.1 Pricing Instructions

1. The General Conditions of Contract 2015, the Special Conditions of Contract, the Specifications (including the Project Specifications) and the drawings shall be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employers Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.

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 Specification, all set out which ancillary or associated activities are included in the rates for the specific operations.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Specifications. No considerations will be given to any claim submitted on these bases. The Schedule has been drawn up generally in accordance with the latest issue of the Standardized Specifications (SANS 1200) as amended in the Project Specifications. Should any requirement of the measurement and payment clause of the appropriate Standardized Specification(s) be contrary to the terms of the schedule or, when relevant, to the Civil Engineering Quantities (the standard system of measurement of Civil Engineering Quantities for South Africa and South West Africa, published by the South African Institution of Civil Engineers), the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured nett in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. 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 (excluding Value Added Tax), liabilities and obligations, including defects as set out in the General Conditions of Contract, 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 Schedule 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 Schedule.

Should the Tenderer group a number of items together and Tender one lump sum for such group of items, the single tendered lump 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 lump sums and rates shall, save as subject to Tender Condition, be valid irrespective of any change in the quantities during the execution of the Contract.

7. The Tenderer shall enter a rate or lump sum for each item in the Schedule of Quantities in **BLACK INK.**

8. The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities are as follows:

| | |
|------------------------|--|
| mm | = millimeter |
| m | = meter |
| m ² or Sq m | = square meter |
| m ³ or Cu m | = cubic meter |
| m ³ .km | = cubic meter-kilometer |
| l | = litre |
| ha | = hectare |
| t.km | = ton (1000kg) |
| kg | = kilogram |
| hr or h | = hour |
| Prov. Sum | = provisional sum |
| PC Sum | = prime cost sum |
| % | = percent |
| No | = number |
| C.I. | = cast iron |
| HDG | = Hot dip galvanized steel to SANS121 / ISO 1461 |
| PVC-U | = unplasticised polyvinyl chloride |
| PVC-M | = modified polyvinyl chloride |
| COD | = constant outside diameter |
| CID | = constant inside diameter |
| RSV | = resilient seal valve |
| WGV | = wedge gate valve |
| HDPE | = high density polyethylene |
| FC | = fibre cement |
| HDS | = high design stress |

C2.2 Bill of Quantities

n

PART C3: Scope of Work and Background

- 1.1 The Harry Gwala District Municipality (HGDM) - DC43 is one of the ten District Municipalities in KwaZulu-Natal Province (KZN) and is located South-West of the Province. The HGDM is a water service authority, which comprised of the following Local Municipalities: Greater Kokstad, Dr Nkosazana Dlamini Zuma (NDZ), Ubuhlebezwe, Umzimkhulu.
- 1.2 Most of the surrounding areas in HGDM are not receiving water and the tankering services provided by HGDM is not covering the entire area.
- 1.3 The communities of wards 9, 10, 11 and 12 in NDZ municipality are the most affected by lack of water supply.
- 1.4 There is also a growing concern that demand will outstrip the present supply requirements of the existing Water Treatment Works (WTW) and supporting infrastructure of Bulwer area located in NDZ municipality.
- 1.5 Findings related to the challenges with water supply currently being experience by certain communities in the municipality are listed below;
 - Some of the areas the boreholes that were drilled during the drought intervention were not maintained properly. Initially the total production was close to 2Mℓ/d. Some boreholes were being operated 24 hours nonstop. Production has however significantly dropped to below 1.8Mℓ/d. This is an indication that the water table has dropped and consequently the ground water in this catchment is being depleted.
 - Some areas boreholes had very little yield to warrant equipping that requires further investigation by geohydrologist to undertake the geohydrological study
 - There were not quality tests done during the assessment, therefore, the quality of water cannot be confirmed and package treatment plant will be the best option.
 - Most of the wards has reticulation infrastructure in place the source of water is the big challenge.
 - Municipality's tankers are not able to cover all ten wards or in areas of greatest need.

C3.1 Section A: Overview of the Scope of Work

The Contract shall comprise the assessment, discharge yield-testing, quality testing of design, siting, drilling, equipping, refurbishment of boreholes, construction monitoring and commissioning of a solar-powered boreholes at, Fatima, Drayini, Bhidla, Kwashaya, Nkumba, Mgwempisi, Kwamnyamana and Phosane. The project includes the supply of all labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all the following works:

- Assessment of existing infrastructure, designing and providing necessary drawings
- Carry out hydrogeological services and hydrogeological reports
- Siting, drilling, developing and equipping new boreholes.
- Site establishment and de-establishment.
- Refurbishment of existing boreholes.

- Supply and install Solar powered boreholes complete with pump, starter and necessary accessories as per the design (contractor designs approved by the Municipality and MISA Agent) and specifications.
 - Trenching, supply of pipe material and pipe laying as per designs and specifications.
 - Supply and installation of storage tanks (10 000Litres) plastic type on 6m steel stands.
 - Supply and construct concrete palisade fencing for all boreholes with locked gates.
 - Provide security of the project site during the construction until site hand over.
- Provide supervision and commission the project to client, and site hand over

| Village | Ward | Functionality Status | Functionality Challenges | Corrective Measures |
|--------------------|------|----------------------|--|--|
| Fatima (Nkwezela) | 9 | No Water supply | Currently access water through water truck deliveries | Provide equipped borehole with solar power supply and stationary Jojo Tank |
| Drayini (Nkwezela) | 9 | No Water supply | Currently access water through water truck deliveries | Provide equipped borehole with solar power supply and stationary Jojo Tank |
| Bhidla | 11 | No water supply | Currently the community is served through water delivery programme | Provide 3 X equipped number of boreholes with solar power supply and static Jojo Tanks |
| KwaShaya | 11 | No water supply | Community use local unprotected spring | Siting, drilling and equipping of the borehole, solar power supply and Jojo Tanks with standpipes. |

| Village | Ward | Functionality Status | Functionality Challenges | Corrective Measures |
|------------------------------------|------|----------------------|---|--|
| Nkumba | 11 | Partial functioning | Water from three existing springs is not sufficient | Siting, drilling and equipping of the borehole to augment existing supply. |
| KwaMnyamana | 12 | Partial functioning | The two(2) existing springs are drying out therefore the supply is not sufficient for the community | Siting, drilling and equipping of the borehole, solar power supply and Jojo Tanks with standpipes. |
| Phosane | 12 | No water supply | Community supplied through water tankers | Siting, drilling and equipping of the borehole, solar power supply and Jojo Tanks with standpipes. |
| Mgwempisi | 12 | No water supply | Community supplied through water tankers | Siting, drilling and equipping of the borehole, solar power supply and Jojo Tanks with standpipes. |
| Geohydrology for yield test | | | | |
| Package treatment plants | | | | |
| Construction supervision | | | | |

SCHEDULE OF QUANTITIES

TENDER REF NO: MISA/NDZLM/DEDERB/012/2019

Preamble to Pricing the Schedule of Quantities

- 1 The Conditions of Contract, the Special / Particular Conditions of Contract, the Specifications, (including the Project and Particular Specifications) and the Drawings are to be read in conjunction with this Schedule of Quantities.
- 2 The Schedule of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
- 3 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule of Quantities and his attention is drawn to the fact that the Contract has the right under various circumstances, to payments for additional works carried out and that the Engineer shall base his assessment of the rates to be paid for such additional work on appropriate rates inserted in the Schedule by the Contractor.
- 4 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 Specification, set out what ancillary or associated activities are included in the rates for operations specified.
- 5 Descriptions in the Schedule of Quantities of this Tender Document drawn up generally in accordance with the latest issue of Civil Engineering Quantities (1). Should any requirement of the measurement and payment clause of the applicable Standardized Specification (2), or the Project Specification (2), or the Particular Specification (2) conflict with the terms in the Schedule of Quantities in this Tender Document the requirements in the Schedule of Quantities in this tender document shall prevail. The Contractor's attention will be called upon Clause "Qualifications of Tenders" and Clause "Preliminary & General" in the section "Conditions of Tender" in this Tender Document

Unless otherwise stated, items are measured neat in accordance with the Drawings, and no allowance has been made for waste. The Tender Quantities are derived from preliminary drawing, so due allowance shall be made for possible changes.

- 6 The prices and rates to be inserted in the Schedule of Quantities are to be the exclusive prices to the Employer for the work described under the various items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The prices and rates specified in the Schedule of Quantities for this Contract shall be fixed, final and binding throughout the Contract period.
- 7 A price, rate or the word "NIL" is to be entered against each item of the Schedule of Quantities, whether the quantities are stated or not. If no rate is entered against an item or a word other than "NIL" is entered, the item will be considered to be covered by other prices in the Schedule, the rate will, nevertheless, be taken as "NIL" and no claim will be considered if the quantity of such item increases or decreases.

The Tenderer shall price each item in the Schedule of Quantities in BLACK INK and each item must be priced separately and not in combination with other items (no groupings shall be allowed).

The Contractor is not entitled to change wording and / or quantities in the Schedule of Quantities without the written permission of the Engineer.

- 8 Units of measurement stated in the Schedule of Quantities are all metric units. Abbreviations used are as follows:

| | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | meter |
| km | = | kilometre |
| km-pass | = | kilometre pass |
| m ² | = | square meter |
| m ² -pass | = | square meter pass |
| m ³ | = | cubic meter |
| m ³ -km | = | cubic metre-kilometre |
| ha | = | hectare |
| kw | = | kilowatt |
| l | = | litre |
| kl | = | kilolitre |
| kg | = | kilogram |
| t | = | tonne (1 000 kg) |
| Prov. | = | provisional amount |
| m ³ km | = | cubic metre-kilometre |
| % | = | percent |
| PC Sum | = | prime cost sum |
| Sum | = | sum |
| No. | = | number |

All rates and amounts quoted in the Schedule of Quantities shall be in South African Rand.

- 9 The Tenderer must provide a rate for all items marked "Rate only" in the amount column. The reason for this is that even though no work is expected to be done under such item, the stated rate will be applied if any work should be necessary under that particular item.

Notes :

- 1) The standard system of measurement of civil engineering quantities for South Africa published by the South African Institution of Civil Engineers.
- 2) See definition in Sub-Clause 2.1 of Part 1 of SABS 0120.

Information for the Submission of the Schedule of Quantities for Certifications

- 1) At each and every item where a reference is made for the quantities to be recorded in the site instruction book by the Engineer's representative and those signed and dated records must be forwarded with the relevant certificates for payments. Failing to do so will annul those items with the result that the requested quantities and amounts shall be deleted from the payment certificates and no compensation will be made for such items.
- 2) For each "Provisional Sum" items proof of transaction (i.e.. Proof of payment) must accompany the relevant payment certificates. Failing to do so will result in no compensation being made for such items. Purchase invoice or delivery note is insufficient proof of payments.
- 3) For each item that is claimed in the section "Materials on site" proof of payment and / or ownership by the Claimant must accompany the relevant payment certificates. Failing to do so will result in no compensation being made for such items. Purchase invoice or delivery note is insufficient proof of payments. A form is available in this Tender Document for proof of ownership of materials which page (or copy of that page) can be signed and

proof stamped by the supplier, stating the value of purchased goods. The Engineer requires a copy of the receipt as proof of ownership of the materials claimed in the certificate.

- 4) Under no circumstances will allowance be made to deviate from the specifications set out in the Tender Document without the written consent of the Engineer. Any contravention of this shall result in rectification by the Contractor at his own cost.



Municipal Infrastructure Support Agent (MISA)

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR DRILLING, REFURBISHMENT AND EQUIPING BOREHOLES
IN HARRY GWALA DISTRICT MUNICIPALITY AT FATIMA, DRAYINI, BHIDLA, KWASHAYA, NKUMBA, MGWEMPISI, KWAMNYAMANA AND PHOSANE
areas within Dr Nkosazana Dlamini Zuma Local Municipality, Kwazulu Natal Province

TENDER REF NO: MISA/NDZLM/DEDERB/012/2019

BILL OF QUANTITIES DOCUMENT

PROJECT :

| Item No. | Paym. Refers | Item Description | Unit | Quant. | Rate | Amount Rands/cents |
|----------|--------------|------------------|------|--------|------|--------------------|
|----------|--------------|------------------|------|--------|------|--------------------|

SANS SECTION 1
1200 PRELIMINARY AND GENERAL
A

1.1 FIXED CHARGE ITEMS

| | | | | | | |
|---------|-------|--|-----------|---|--|--|
| 1.1.1 | A | | | | | |
| 1.1.1 | 8.3.1 | Contractual requirements to cover the Contractor's team including hydrologist specialist costs for the sureties, insurances and other requirements as stated in the Tender Document. | | | | |
| 1.1.1.1 | | Project Engineer | Rate only | | | |
| 1.1.1.2 | | Hydrogeologist | Rate only | | | |
| 1.1.1.3 | | Geo-technician | Rate only | | | |
| 1.1.1.4 | | Health and Safety Officer | Rate only | | | |
| 1.1.2 | | The Contractor to establish facilities on site as follows : | | | | |
| 1.1.2.1 | | Nameboards as per MIG specifications | No | 4 | | |
| 1.1.3 | | Facilities for the Contractor for the duration of the Contract | | | | |
| 1.1.3.1 | | Provide offices and storage sheds as necessary for the duration of the Contract | sum | 1 | | |
| 1.1.3.3 | | Provide living accommodations for the Contractor and his employees | sum | 1 | | |
| 1.1.3.4 | | Provide ablution and latrine facilities as specified in the Tender Document | sum | 1 | | |
| 1.1.3.5 | | Supply tools and equipment as per the Contractor's requirements | sum | 1 | | |
| 1.1.3.6 | | Provide water supplies, electric power and communications as necessary | sum | 1 | | |
| 1.1.3.7 | | Deal with water as described in SANS 1 200 A section 5.5 | sum | 1 | | |
| 1.1.3.8 | | The Contractor to establish access road to site (Sub Clause 5.8 in SANS 1 200 A) | rate only | | | |
| 1.1.3.9 | 8.3.3 | Other fixed charge obligations by the Contractor that are relevant to the successful completion of the Contract (specify items) | sum | 1 | | |
| 1.1.4 | 8.3.4 | The Contractor to remove site establishment upon completion of the Contract | sum | 1 | | |
| 1.1.5 | | Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications | sum | 1 | | |

1.2 TIME RELATED ITEMS

| | | | | | | |
|-------|---------|--|-----|----|--|--|
| 1.2.1 | A | HYDROGEOLOGICAL PROFESSIONAL SERVICE PROVIDER FEES | | | | |
| | 8.4.1 | Professional Fees | | | | |
| 1.2.2 | 8.4.1.1 | Desktop assessment | sum | 1 | | |
| 1.2.3 | 8.4.1.2 | Site assessment | no | 10 | | |
| 1.2.5 | 8.4.1.3 | Borehole drilling supervision | no | 10 | | |
| 1.2.6 | 8.4.1.4 | Test pumping supervision | no | 10 | | |
| 1.2.7 | 8.4.1.5 | Equipping supervision | no | 10 | | |

CARRIED FORWARD

BOQ PAGE NUMBER 2

TENDER REF NO: MISA/NDZLM/DEDERB/012/2019

| Item No. | Paym. Refers | Item Description | Unit | Quant. | Rate | Amount Rands/cents |
|------------------------------------|---------------------------------------|--|-------|--------|---------|--------------------|
| SECTION 1 (CONTINUED) | | | | | | |
| PRELIMINARY AND GENERAL | | | | | | |
| BROUGHT FORWARD FROM PAGE 2 | | | | | | |
| 1.2.8 | 8.4.1.7 | Commissioning | no | 10 | | |
| 1.2.9 | 8.4.1.8 | Reporting - including Close-out Report | sum | 1 | | |
| 1.2.10 | 8.4.1.9 | Project management and co-ordination | sum | 1 | | |
| 1.3 | PROVISIONAL SUMS BY THE CLIENT | | | | | |
| | A | | | | | |
| 1.3.1 | | Provisional sum for two community liaison officers (Ward 1 and 21) | Prov. | 1 | 43 200 | 43 200,00 |
| 1.3.2 | | Contractor's overhead and profit on Item 1.3.3 | 5% | | | |
| 1.3.3 | | Provisional sum for electrical connection to borehole sites | Prov. | 1 | 600 000 | 600 000,00 |
| 1.3.4 | | Contractor's overhead and profit on Item 1.3.5 | 5% | | | |
| TOTAL CARRIED TO SUMMARY | | | | | | |
| BOQ PAGE NUMBER 3 | | | | | | |

TENDER REF NO: MISA/NDZLM/DEDERB/012/2019

| Item No. | Paym. Refers | Item Description | Unit | Quant. | Rate | Amount Rands/cents |
|----------------------------|--------------|---|-----------|--------|------|--------------------|
| SANS 1200 SECTION 2 | | | | | | |
| 5.3 | | Borehole Pumpstation and Reservoir | | | | |
| 5.3.1 | A | PROFESSIONAL SERVICES | | | | |
| | 8.2.1 | HYDROGEOLOGICAL SERVICES, DRILLING, PUMP TESTING, EQUIP & INSTALLATION (a) Site, drill 40 - 150m deep, case new borehole as per below specification (Drilling diameters will be 152mm, 165mm, 203mm, 254mm and 305mm). (b) Drilling 219mm from 0 - 60m (c) Drilling 165mm from 0 - 150m Any variation must be acceptable to the Employer). | No. | 10 | | |
| | | | No. | 10 | | |
| | | | No. | 10 | | |
| | 8.2.2 | Pumped Yield Test Supervision and analysis | Sum | 10 | | |
| | 8.2.3 | Water sampling | sum | 10 | | |
| | SANS 1200 LE | BOREHOLE EQUIPPNG | | | | |
| | 8.2.3 | (a) Supply and install submersible borehole pump (5l/s and 2.2kW) complete with all necessary pipework, non return valves, gate valves, and fittings | Rate only | 10 | | |
| | 8.2.4 | (b) Provide Electrical Power Supply from Eskom for all Pumpstations complete with all accessories to the borehole pump stations with connection point | Rate only | 10 | | |
| | 8.2.5 | (c) Supply and install standby diesel engine, complete with all accessories to the borehole pump for all stations compatible with installed submersible pumps. | Rate only | 10 | | |
| | 8.2.6 | (d) Supply and install solar powered borehole complete with submersible pump, mortor, starter, design approved by (Municipality and MISA) | No. | 10 | | |
| | 8.2.7 | PROTECTION AND MARKING OF BOREHOLES Supply and install name plate inside the pumphouse on chromadec material showing (i) Borehole number (ii) Depth of borehole (iii) Date drilled (iv) Borehole Recommended abstraction rate | No. | 10 | | |
| | | BOREHOLE PERIMETER FENCING | | | | |
| | 8.2.8 | Supply and erect concrete palisade fencing, inclusive of all stays and posts with a lockable access gate as approved by Municipality and MISA | Sum | 10 | | |
| | SANS 1200ME | TANK INSTALLATION | | | | |
| | 8.2.9 | a) Supply and install 10 000Litres on elevated 1-6 metre high steel stand deisgned and certified by a professional Engineer to support the tank inclusive of fittings, ladder, safety railing, disinfection and earthworks to be included) All material 6m high | No. | 10 | | |
| | 8.2.10 | c) Allow for all necessary pipework , valves and plumbing connection with boreholes | No | 10 | | |
| | 8.2.11 | LOCKABLE STEEL BOX CASING (to house the pump) | No | 10 | | |
| | 8.2.12 | 80mm diameter Sensus WPD meter insert | No | 10 | | |
| | SANS 241 | Package treatment plants (Filtration) >50m3/h with solar powered | No | 3 | | |
| Total Carried to Summary | | | | | | |

TENDER REF NO: MISA/NDZLM/DEDERB/012/2019
SUMMARY OF SCHEDULE OF QUANTITIES

| | | |
|--|---|----------|
| Section 1 | Preliminary and General | R |
| A | PROFESSIONAL SERVICES | R |
| | | |
| | HYDROGEOLOGICAL SERVICES, DRILLING, PUMP TESTING, EQUIP & INSTALLATION | R |
| | | |
| | BOREHOLE EQUIPPNG | R |
| | | |
| | PROTECTION AND MARKING OF BOREHOLES | R |
| | | |
| | Package treatment plants (Filtration) >50m3/h with solar powered | R |
| | | |
| | TANK INSTALLATION | R |
| | | |
| | LOCKABLE STEEL BOX CASING (to house the pump) | R |
| | | |
| | 80mm diameter Sensus WPD meter insert | R |
| | | |
| | | |
| Total construction value | | |
| | | |
| Add 10 % contingencies | | R |
| | | |
| Total construction and contingency value | | R |
| | | |
| Add 15% Value Added Tax | | R |
| | | |
| Total value carried to Tender Document's front page | | R |