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

**REFERENCE NO. MISA/ULM/GWP/KZN/023/2021/22**

**Appointment of a management contractor for the development of ground water, protection of no. 4 springs, drilling, testing and equipping of 2no. solar panel powered boreholes, construction of reservoir and reticulation line at Mandlalathi Village, uMdoni Local Municipality, Ugu District Municipality, KwaZulu Natal.**

**PROCUREMENT DOCUMENT**

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

**August 21**

**Issued by:**

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

Name of Tenderer: .....



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

**TENDER NO. MISA/ULM/GWP/KZN/023/2021/22**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF GROUND WATER, PROTECTION OF NO. 4 SPRINGS, DRILLING, TESTING AND EQUIPPING OF 2NO. SOLAR PANEL POWERED BOREHOLES, CONSTRUCTION OF RESERVOIR AND RETICULATION LINE AT MANDLALATHI VILLAGE, UMDONI LOCAL MUNICIPALITY, UGU DISTRICT MUNICIPALITY, KWAZULU NATAL**

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

**THE TENDER**

**TENDER NO. MISA/ULM/GWP/KZN/023/2021/22**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF GROUND WATER, PROTECTION OF NO. 4 SPRINGS, DRILLING, TESTING AND EQUIPPING OF 2NO. SOLAR PANEL POWERED BOREHOLES, CONSTRUCTION OF RESERVOIR AND RETICULATION LINE AT MANDLALATHI VILLAGE, UMDONI LOCAL MUNICIPALITY, UGU DISTRICT MUNICIPALITY, KWAZULU NATAL.**

**Tender Procedure: *Open Tender Procedure***

**Based on**

**MISA Supply Chain Management Policy dated 29 March 2021**

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

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

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

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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS  
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**TENDER NO. MISA/ULM/GWP/KZN/023/2021/22**

**Appointment of a management contractor for the development of ground water, protection of no. 4 springs, drilling, testing and equipping of 2no. solar panel powered boreholes, construction of reservoir and reticulation line at Mandlalathi Village, uMdoni Local Municipality, Ugu District Municipality, KwaZulu Natal.**

**a. T1 Tendering Procedure**

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

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Contractors the for the provision of water supply to Mandlalathi Village.

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

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

The project details are hereunder,

<b>TENDER NO.</b>	<b>PROJECT NAME</b>	<b>COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE &amp; TIME</b>	<b>TENDER CLOSING DATE &amp; TIME</b>
MISA/ULM/GWP/KZN/023/2021/22	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING & GROUND WATER DEVELOPMENT, CONSTRUCTION OF PUMPING STATION, CONSTRUCTION OF PUMPING MAIN, CONSTRUCTION OF SBS OR SIMILAR TANK RESERVOIR, CONSTRUCTION OF RETICULATION NETWORK AT MANDLALATHI IN UGU DISTRICT MUNICIPALITY,	<b>Ugu District Municipality</b> <b>96 Marine Drive, (Oslo Beach- Port Shesptone)</b> <b>Longitude: -30° 46; 03” S</b> <b>Latitude: 30° 26’ 22” E</b> <b>Compulsory briefing session and Site Visit</b>	10/09/201 11.00 AM  All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300

	KWAZULU NATAL PROVINCE.	on 24/08/2021at 10:00am	
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**Compulsory** briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

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

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

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

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

Issued by:

**Municipal Infrastructure Support Agent**

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
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## **T1.2 TENDER DATA**

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

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

The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).

<b>Clause number</b>	<b>Tender Data</b>
3.1	The employer is the <b>Municipal Infrastructure Support Agent (MISA)</b> , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: <b>Name:</b> Mr. Ntandazo Vimba <b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046

Clause number	Tender Data
	<p><b>Telephone:</b> 012 848 5300</p> <p><b>Email:</b> <a href="mailto:lumka.tyikwe@misa.gov.za">lumka.tyikwe@misa.gov.za</a></p>
3.5	The language of communications is English
4.1	<p><b>ONLY</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> <li>1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.</li> <li>2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.</li> <li>3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.</li> <li>4. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. MISA will recognise the JV/Consortium as single entity for the duration of the contract.</li> <li>5. The tenderer has a minimum of CIDB grading <b>4CE</b> or higher (tenderers must submit valid CIDB certificate).</li> <li>6. Attended the compulsory briefing session and signed the attendance register.</li> <li>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.</li> <li>8. The tender documents issued by MISA are not tampered and remain intact.</li> </ol>
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p><b>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</b></p> <p>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.
4.13	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Reception area of MISA Offices</p>
4.15	Municipal Infrastructure Support Agent's Office



Clause number	Tender Data
	<p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1<sup>st</sup> Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference number of the tender;</li> <li>2. Address of the employer;</li> <li>3. Names of the tendering entity and the contact person;</li> <li>4. Physical address and contacting details of the tenderer;</li> <li>5. Date of submission</li> </ol>
4.13.4	<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"> <li>1. All declaration pages fully completed, signed and submitted.</li> <li>2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</li> <li>3. The tenderer must sub-contract a minimum of 25% of the value of the contract to local sub-contractors that have an equal or higher B_BBEE status level of contributor than the tenderer, unless the contract is subcontracted to an EME that has the capacity and ability to execute the subcontract.</li> </ol> <p>The tender document issued by MISA is not tampered with and content in the tender document remains intact.</p>
4.13.5	Tender offer shall be submitted as <b>original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.</b>
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 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference)

Clause number	Tender Data														
	<p>The total number of tender evaluation points (TEV) shall be determined in accordance with the following formula.</p> $TEV = f_1 (NFO + NP) + f_2 2NQ$ <p>Where <math>f_1</math> and <math>f_2</math> are fractions; <math>f_1</math> equals to 1 minus <math>f_2</math>; and <math>f_2</math> equals to 0.4</p> <p>NFO is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 in SANS 10845-3, 2015 where the score for financial offer is calculated using the following formula</p> $NFO = W1A$ <p>Where maximum point for price <math>W1 = 80</math>; (ref: preferential regulations 2017)</p> <p><math>A = \{1 - (P - P_m) / P_m\}</math>, [where <math>P</math> is the comparative price of the Tender under consideration and <math>P_m</math> is the comparative price of the lowest qualified Tender]</p> <p>NP is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), which is up to maximum 20 points that will be awarded to tenderers who complete the preferencing schedule and who will be found to be eligible for the preference claimed.</p> <p>NQ is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 in SANS 10845-3, 2015 where maximum points for qualification is 100</p> <p>1. Price and Preference</p> <p>The total number of evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = P_s + N_p$ <p><math>P_s</math> is the number of tender evaluation points awarded for the financial offer, where the score for financial offer is calculated using the following formula.</p> $P_s = 80 \{1 - (P_t - P_m) / P_m\}$ <p>Where</p> <p><math>P_s</math> = Points scored for price of tender under consideration</p> <p><math>P_t</math> = Price of tender under consideration; and</p> <p><math>P_{min}</math> = Price of lowest acceptable tender</p> <p><math>N_p</math> 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>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" data-bbox="331 1724 1428 2004"> <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> </tbody> </table>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6
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Clause number	Tender Data																			
	7	4																		
	8	2																		
	Non-Compliant Contributor	0																		
	<p>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, <b>if the Tenderer claims the preferential procurement points.</b></p>																			
5.11.9	<p><b>A Tender scoring below <u>70 points</u> in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Quality criteria</th> <th style="text-align: center;">Evaluation schedule</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer</td> <td style="text-align: center;">Schedule 1</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Experience of Key Personnel</td> <td style="text-align: center;">Schedule 2</td> <td style="text-align: center;">55</td> </tr> <tr> <td>Plant and Equipment</td> <td style="text-align: center;">Schedule 3</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Approach Paper</td> <td style="text-align: center;">Schedule 4</td> <td style="text-align: center;">15</td> </tr> <tr> <td colspan="2"><b>Maximum possible score for quality (M<sub>s</sub>)</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table>		Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	20	Experience of Key Personnel	Schedule 2	55	Plant and Equipment	Schedule 3	10	Approach Paper	Schedule 4	15	<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>
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<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>																		
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>2. the tenderer has not: <ol style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>3. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ol>																			
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>																			



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**TENDER NO. MISA/ULM/GWP/KZN/023/2021/22**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE  
DEVELOPMENT OF GROUND WATER, PROTECTION OF NO. 4  
SPRINGS, DRILLING, TESTING AND EQUIPPING OF 2NO. SOLAR  
PANEL POWERED BOREHOLES, CONSTRUCTION OF RESERVOIR  
AND RETICULATION LINE AT MANDLALATHI VILLAGE, UMDONI  
LOCAL MUNICIPALITY, UGU DISTRICT MUNICIPALITY, KWAZULU  
NATAL.**

**b. T2 Returnable Documents**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

**A Returnable Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant:

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications
3. Compulsory Declaration
4. Declaration on Consultancy, Goods and Other Services or a Combination Thereof Offered to an Organ of State and / or Municipality
5. Preferencing Schedule: Broad Based Black Economic Empowerment Status
6. Schedule 1: Experience of the tenderer
7. Schedule 2: Experience of key person
8. Schedule 3: Plant and Equipment
9. Schedule 4: Approach paper

**B Other documents required for tender evaluation purposes**

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

**C C1.1 Form of Offer and Acceptance**

**D C1.2 Contract Data (Part 2)**

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a number of financial parameters which are applied to defined Cost in order to calculate the Prices for the Work Done to Date and the Prices.

Failure to tender the required financial parameters in the required manner in Part 2 of the Contract Data or to sign the form of offer and acceptance will result the tender being declared non-responsive.



## 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:		
	<b>Date</b>	<b>Title or Details</b>
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

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

#### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
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#### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

#### Section 4: CIDB registration number

<b>CIDB Registration number</b> <i>(if applicable)</i>	
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#### Section 5: National Treasury Central Supplier Database

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

#### Section 6: 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 7: Record of family member 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 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 (insert 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](http://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 _____
_____	
<i>Enterprise name</i>	

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**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for services:**

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

<b>Name of organ of state</b>	<b>Estimated number of contracts</b>	<b>Nature of service, e.g., quantity surveying</b>	<b>Service similar to required service (yes / no) last 5 years</b>

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 (i.e.: 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 Prefencing schedule: Broad Based Black Economic Empowerment 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) 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 a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

##### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) 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; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

### 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. Schedule 1: Experience of the tenderer - 20 Points

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

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

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

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

**Description of contracts relating to the construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants, location and nature of the works**

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

Letter of completion or reference letter for completed project: The construction or installation of new municipal water infrastructure which includes reservoirs, pump stations and water treatment plants. This experience must only relate to instance where the tenderer acted as the main contractor. One letter on client's letterhead per project completed.

**10 points**

- a) Less than 3 projects = 0 points
- b) 3 projects = 5 points
- c) 4 projects = 7 points
- d) 5 or more projects = 10 points

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

**10 points**

- a) Below R3 Million = 0 points
- b) R 3 Million to below R 5 Million = 5 Points
- c) R 5 Million to below R 10 Million = 7 Points
- d) R 10 Million and above = 10 points

**Total**

**20 points**

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

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

Signed

Date

.....  
Name

.....  
Position

.....  
*Enterprise name*



## 7. Schedule 2: Experience of key personnel (55 Points)

**Total Points for key personnel = Contracts Manager = 15, Civil Engineer = 15, Geohydrologist = 10, Site Agent = 5, Foreman = 5, H&S Officer = 5, Total = 55**

The experience of the key person who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

The CV of individuals will be used for evaluation of the each of the personnel for this section.

**Total Points for key personnel = Contracts Manager = 15, Civil Engineer = 15, Geohydrologist = 10, Site Agent = 5, Foreman = 5, H&S Officer = 5, Total = 55**

The scoring of the experience of key person (contracts manager) staff will be as follows:

<b>Key Personnel</b>	<b>= (55 Total Points)</b>
<b>1. Contracts Manager</b>	<b>= (15 points)</b>
<b>1.1. Experience</b>	<b>= 5 points</b>
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points
c) 7 to below 10 years	= 4 points
d) 10 years and above	= 5 points
<b>1.2. Qualifications</b>	<b>= 10 points</b>
a) Degree or B Tech in Civil Eng/Construction Management	= 7 points
b) Honours Degree or above in Civil Eng/Construction Management	= 10 points
<b>2. Civil Engineer</b>	<b>= (15 points)</b>
<b>2.2. Experience</b>	<b>= 5 points</b>
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points
c) 7 to below 10 years	= 4 points
d) 10 years and above	= 5 points
<b>2.3. Qualifications</b>	<b>= 10 points</b>
a) Degree or B Tech in Civil Eng/Construction Management	= 7 points
b) Honours Degree or above in Civil Eng/Construction Management	= 10 points
<b>3. Geo-Hydrologist</b>	<b>= (10 points)</b>
<b>3.1. Experience</b>	<b>= 5 points</b>
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points
c) 7 to below 10 years	= 4 points
d) 10 years and above	= 5 points
<b>3.2. Qualifications</b>	<b>= 5 points</b>
a) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	= 4 points
b) Honours degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	= 5 points
<b>4. Site Agent</b>	<b>= (5 points)</b>
<b>4.1. Experience</b>	<b>= 2 points</b>
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 1 point

<b>Key Personnel</b>	<b>= (55 Total Points)</b>
c) 7 to below 10 years	= 2 points
<b>4.2. Qualification</b>	<b>= 3 points</b>
a) Diploma in Civil Engineering	= 2 points
b) Degree or B Tech in Civil Engineering	= 3 points
<b>5. Foreman/Supervisor</b>	<b>= (5 points)</b>
<b>5.1. Experience</b>	<b>= 2 points</b>
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 1 point
c) 7 to below 10 years	= 2 points
<b>5.2. Qualification</b>	<b>= 3 points</b>
a) N6 certificate in civil engineering	= 2 points
b) Diploma in Civil Engineering	= 3 points
<b>6. Health and Safety Officer</b>	<b>= (5 points)</b>
<b>6.1. Experience</b>	<b>= 2 points</b>
a) 5 to below 7 years	= 0 points
b) 7 to below 10 years	= 1 point
c) 10 years and above	= 2 points
<b>6.2. Qualification</b>	<b>= 3 points</b>
a) SAMTRAC or Equivalent	= 2 point
b) Diploma/degree in Health and Safety	= 3 points

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

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>		_____	

## 8. Schedule 3: Plant and Equipment (10 points)

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

Type of Equipment	Own	Hire	Total Points
TLB (1 required) (2 points)			
Excavator 20 tons min (1 required) (2 points)			
Tipper (10m <sup>3</sup> minimum). (2 required) (2points)			
Bomag type pedestrian roller. (1 required) (2 points)			
Pickup Trucks (2 required) (2 points)			
<b>Total scored</b>			

Points for plant and equipment will only be allocated if;

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

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

## 10. Schedule 4: Approach Paper (15 points)

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

- Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);
- Executive Summary: A brief summary of the whole contents of the approach paper;
- Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3. Scope of work', detailing at least the following:
1. Understating of Project Scope
  2. Methodology to be adopted; including generic Project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities;
  3. Identified project implementation Risks and Risk Management proposal;
  4. Quality control mechanism to be adopted for project deliverables;
  5. Construction methods

The scoring of the approach paper will be as follows:

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>	_____		



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/ULM/GWP/KZN/023/2021/22**

**PROJECT: RAPID RESPONSE INTERVENTION AT MANDLALATHI IN UGU DISTRICT MUNICIPALITY**

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## The Contract

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*Based on*

NEC 3:  
Option F: Management Contract



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: **MISA/ULM/GWP/KZN/023/2021/22**

**Appointment of a management contractor for the development of ground water, protection of no. 4 springs, drilling, testing and equipping of 2no. solar panel powered boreholes, construction of reservoir and reticulation line at Mandlalathi Village, uMdoni Local Municipality, Ugu District Municipality, KwaZulu Natal.**

c. C1 Agreements and Contract Data

### C1.1 FORM OF OFFER AND ACCEPTANCE

#### OFFER

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

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

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

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

**Total Amount:** R\_\_\_\_\_ (in figure), (Rand \_\_\_\_\_

\_\_\_\_\_ ) (in word)

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

Signature

Date:

.....

Name

.....

Capacity

.....

**For the  
tenderer:**

.....

Name &  
signature  
of witness

*(Insert name and address of  
organisation)*

Date

.....



## ACCEPTANCE

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

The terms of the contract, are contained in:

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

**Part C2** Pricing Data

**Part C3** Scope of Work

**Part C4** Site Information

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

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

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

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

Signature

Date:

Name(s)

Mr Ntandazo Vimba

Capacity

Chief Executive Officer

For the  
Employer

Municipal Infrastructure Support Agent

**Schedule of Deviations**

1 Subject .....

    Details .....

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

2 Subject .....

    Details .....

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

3 Subject .....

    Details .....

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

4 Subject .....

    Details .....

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

5 Subject .....

    Details .....

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

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

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



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

**TENDER NO. MISA/ULM/GWP/KZN/023/2021/22**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF GROUND WATER, PROTECTION OF NO. 4 SPRINGS, DRILLING, TESTING AND EQUIPPING OF 2NO. SOLAR PANEL POWERED BOREHOLES, CONSTRUCTION OF RESERVOIR AND RETICULATION LINE AT MANDLALATHI VILLAGE, UMDONI LOCAL MUNICIPALITY, UGU DISTRICT MUNICIPALITY, KWAZULU NATAL.**

## **C1.2 CONTRACT DATA**

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

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

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

<b>Clause</b>	<b>Data</b>
<b>1 General</b>	
10.1	<p><i>The Employer is</i> Municipal Infrastructure Services Agent</p> <p>Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address: Private Bag X105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
10.1	<i>The Project Manager is: <b>Chabedi Tsatsi</b></i>
10.1	<i>The Supervisor is : Contracts Manager (As stated in the Contract Quality Criteria)</i>
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The <i>works</i> are the <b>Appointment of a management contractor for the development of ground water, protection of no. 4 springs, drilling, testing and equipping of 2no. solar panel powered boreholes, construction of reservoir and reticulation line at Mandlalathi Village, uMdoni Local Municipality, Ugu District Municipality, KwaZulu Natal.</b>
11.2 (14)	The following matters will be included in the Risk Register

Clause	Data
	None
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 2 weeks
<b>2</b>	<b>The Parties' main responsibility</b>
26.1	If the <i>Contractor</i> subcontracts work, he is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is <b>14 days after the date of issuance (exclusive) of the award letter</b> unless otherwise agreed by the Parties.
33.1	The <i>completion date</i> for the whole of the <i>services</i> is <b>Six (6) Calendar Months after the start date.</b>
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is as per the approved program submitted within <b>14 days</b> after appointment.
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The <i>Contractor</i> submits revised programme at intervals no longer 4 weeks
<b>4</b>	<b>Testing and Defects</b>
42	The <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is two weeks after completion of the whole o f the works.
<b>5</b>	<b>Payment</b>

Clause	Data
50.1	The <i>assessment interval</i> is monthly on or before the 20 <sup>th</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.

## 6 Compensation events

60.1 (13)	The place where the weather is to be recorded is Mandlalathi Village (ward 2 in uMdoni LM – Ugu District Municipality).
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> <li>• The cumulative rainfall (mm)</li> <li>• The number of days with rainfall more than 5mm</li> </ul>

## 7 Title

No data required for this section of the *conditions of contract*.

70.2	80% of the value of materials on site could be claimed by the contractor
------	--

## 8 Indemnity, Insurance and Liabilities

84.1 The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2

84.2 *The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC*

Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination
Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .
Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .

Clause	Data		
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Civil Engineering Services)	<b>R2 million</b> without limit to the number of claims	Till the end of the <i>completion date</i> .
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker		
86.1	The <i>Employer</i> provides no insurance cover.		
<b>Option W1</b>	<b>DISPUTE RESOLUTION</b>		
W1.2	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).		
W1.2	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).		
W1.4	The <i>tribunal</i> is <b>arbitration</b>		
W1.4	<p>The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</p> <p>The place where arbitration is to be held is To be Advised</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body</li> </ul>		
<b>Option X7</b>	<b>Delay Damages</b>		

Clause	Data
X7	The <i>delay damages</i> for completion of the wholes of the works are <b>R2,000.00</b> per day
<b>Option X13</b>	<b>Performance Bond</b>
X13	The amount of the performance bond is <b>10%</b> of value of Contract
<b>Option X16</b>	<b>Retention</b>
X16	The retention percentage is <b>10%</b>
Z	<b><i>Additional Conditions of Contract</i></b>  The <i>additional conditions of contract</i> are
Z1	<b>Selection and appointment of the <i>Adjudicator</i></b> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.
Z2	<b>Tax invoices</b> <b>The Contractor's invoice.</b> Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3	<b>Acts or omissions by mandatories</b> In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).
Z4	<b>Subcontractors</b> The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.
Z5	<b>Guarantee</b> The maximum guaranteed sum is equal to <b>10 %</b> of the total of the Prices and reduces to the following diminishing amounts:



Clause	Data
<b>Guarantor's liability expressed as a percentage of the total of Prices</b>	<b>Period of liability</b>
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds <b>50 %</b> of the total of Prices
Reducing to the guaranteed sum of <b>6 %</b>	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>
Reducing to the guaranteed sum of <b>3 %</b>	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
Reducing to the guaranteed sum of <b>1 %</b>	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

#### **Transfer of rights**

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

**C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR**

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

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

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

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Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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11.2 (21) The *bill of quantities* is .....

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11.2 (31) The tendered total of the Prices is .....

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

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

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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/ULM/GWP/KZN/023/2021/22**

**PROJECT: RAPID RESPONSE INTERVENTION AT MANDLALATHI IN UGU DISTRICT MUNICIPALITY**

**C1.3 SECURITIES: PERFORMANCE BOND**

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

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

**Date:**

Dear Sirs,

**PERFORMANCE BOND FOR CONTRACT NO.**

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

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

(the Contractor), for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

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

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

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

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

\_\_\_\_\_

R \_\_\_\_\_

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

### **C1.3 SECURITIES: REDUCING VALUE GUARANTEE**

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

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

Date:

Dear Sirs,

#### **REDUCING VALUE GUARANTEE FOR CONTRACT NO.**

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

**{Insert registered name of the *Employer*}**

(the *Employer*) and

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the Guarantor

of physical address

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

(say) \_\_\_\_\_

R \_\_\_\_\_

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

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

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

1.5 Thereafter this demand guarantee shall lapse.



---

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

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

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

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

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Guarantor: \_\_\_\_\_

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

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

---

Capacity

Capacity

As Witness

As Witness

Guarantor's  
stamp or seal



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/ULM/GWP/KZN/023/2021/22**

**PROJECT: RAPID RESPONSE INTERVENTION AT MANDLALATHI IN UGU DISTRICT MUNICIPALITY**

**PART C2: PRICING DATA**

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## PART C2: Pricing Data

### C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 All payments are subjected to re-measurements. Only quantities which are being measured as completed in terms of the scope of works and specifications, will be paid. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender

is based.

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

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

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

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

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

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

- 8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination
- 9 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.
- 10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 11 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

---

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

13 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

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

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

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

mm = millimetre

m = metre

km = kilometre

km-pass = kilometre-pass

m<sup>2</sup> = square metre

m<sup>2</sup>-pass = square metre-pass

ha = hectare

m<sup>3</sup> = cubic metre

m<sup>3</sup>-km = cubic metre-kilometre

kW = kilowatt

kN = kilonewton

kg = kilogram

t = ton (1 000 kg)

% = per cent

---

MN = meganewton  
MN-m = meganewton-metre  
Sum = Sum  
PC Sum = Prime Cost Sum  
Prov Sum = Provisional Sum

## C2.2 SCHEDULE OF QUANTITIES

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

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

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

No	Description	Unit	Qty	Rate	Amount
<b>1.</b>	<b>Preliminary and General Costs</b>				
1.1	Preliminary & Generals: to include scheduled time-related items, scheduled fixed-charge and value related items for 6 months of the contract duration, to include Cost to allow for Employment of CLO for the duration of the Contract (R4, 500 pm plus R500 pm cell phone allowance) & Payment of PSC members for attendance of meetings for the duration of the contract (5 No members at R200 per member per meeting), and any other required preliminary and generals to cover 2 Production Boreholes Sites and 4 Spring Protection Sites.	Sum	1		
<b>2</b>	<b>Construction</b>				
2.1	Construct 2 No. Production Boreholes, costs to include borehole drilling, yield testing, water quality testing, installation of 5m <sup>3</sup> /hr filtration systems if required, 80m perimeter concrete palisade fencing with single gate access, and all related valves, meters, sensors, gauges, interconnecting pipework, lightning protection and related appurtenances required for the production borehole. Cost to cover 3 potential borehole drills per each production borehole site, pump testing and water quality tests per site over the 6 sites. In instances where the borehole sustainable yield is less than 0.5l/s for the limiting allocation of 3 borehole drills per village. Cost to also	Sum	1		



No	Description	Unit	Qty	Rate	Amount
	include the provision and equipping of all necessary mechanical and electrical equipment. Rate to include the provision of 3 hard copies of O&M Manual. (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued before construction is commenced with and shall form the final basis for payment).				
2.2	Protection of no. 4 springs and abstraction facilities, including the provision of all construction works, yield testing, water quality testing, installation of 5m <sup>3</sup> /hr filtration systems if required, 20m perimeter concrete palisade fencing with single gate access, and all related valves, meters, sensors, gauges, interconnecting pipework, lightning protection and related appurtenances required for the springs (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued before construction is commenced with and shall form the final basis for payment)	Sum	1		
<b>3</b>	<b>Supply and Installation of solar panels</b>				
3.1	Supply and install solar panels (average 4 panels per borehole) for 2 production boreholes, to include control boxes, security housing units and related appurtenances). (Note: A Separate BoQ, itemising and quantifying items provided under this Sum shall be issued before construction is commenced with and shall form the final basis for payment)	Sum	1		
<b>4</b>	<b>Supply and Construction of Pipelines</b>				
4.1	Design, supply and construct 90 mm diameter 16 bar class uPVC pipes for the water reticulation network, communal standpipes, valves, meters and related appurtenances for the 6 production borehole sites (Note: A Separate BoQ, itemising and quantifying items provided	m	3000		

No	Description	Unit	Qty	Rate	Amount
	under this Sum shall be issued before construction is commenced with and shall form the final basis for payment)				
<b>5</b>	<b>Supply and Install Elevated Steel Tanks</b>				
5.2	Design, supply and install 10KL elevated steel tanks and related appurtenances. Tank to be installed on a 3 to 7,5m high steel stand.	No	6		
<b>6</b>	<b>Installation of hand pumps</b>				
6.1	Supply and install hand pumps (mono head T5 & T7)	N/A		Rate only	
<b>7</b>	<b>Professional Engineering Fees &amp; Disbursements for the entire Supply and Construction scope of work.</b>	Sum	1		
<b>8.</b>	<b>Other Costs</b>				
8.1	Geotechnical Investigation	Sum	1		
8.2	Topographical and As-built Surveys	Sum	1		
8.3	Hydrogeological Investigations- cost to include, inter alia, feasibility assessments, siting of 8 production boreholes sites up to a limiting no. of 24 if required and Borehole Registration.	Sum	1		
	<b>SUB-TOTAL</b>				
	15% VAT				
	<b>TOTAL</b> (To be carried to form of Tender)				

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Signed

Date

Name

Position

*Enterprise name*



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/ULM/GWP/KZN/023/2021/22**

**PROJECT: RAPID RESPONSE INTERVENTION AT MANDLALATHI IN UGU DISTRICT MUNICIPALITY**

**PART C3: SCOPE OF WORK**

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## **PART C3: SCOPE OF WORK**

### **C3.1 DESCRIPTION OF THE WORKS AND SERVICES**

#### **A. Employers' objectives**

MISA's objective is to appoint a suitable contractor for the services of construction or installation of a water supply scheme at Mandlalathi Village within the uMdoni Local Municipality, within the jurisdiction of Ugu District Municipality, KwaZulu Natal.

Ultimately the objective is to appoint a suitably experienced civil engineering contractor on a 'design and construct' basis to implement the specified engineering proposal. The design proposal as indicated in the Scope of Works, is to be used as a basis for quotation. The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for the detail design development, documentation, contract administration and close-out, required for implementation for the provision of water supply to the settlements of Mandlalathi, as indicated in the C4: Site Information.

#### **B. BACKGROUND**

Ugu District Municipality is situated in the KwaZulu Natal Province. The population of Ugu District Municipality is estimated at approximately 753 336 with 175 145 households in 2016 (STATS SA 2016). Mandlalathi falls within Ward 2 of uMdoni Local Municipality, which the total area of Ward 2 73.2 square kilometres..

Ugu District Municipality is both the Water Services Authority (WSA) and Water Services Provider (WSP). WSAs are responsible for planning, implementing and operating the necessary infrastructure to provide effective, affordable and sustainable sanitation services to their customers.

Due to limited resources (financial and technical), the Municipality is struggling to adequately operate and maintain its water and sanitation infrastructure. uMdoni Local Municipality experiences serious water shortages in some its towns because they do not get sufficient water from both underground and surface water sources.

The current overview within the area is that:

- No water supply infrastructure has been built to service in particular the estimated 44 houses in Mandlalathi Area (Ward 2) – QIKO Tribal Area.
- Water tankers are deployed to the area once a week to fill 2 x 5000 litre static tanks. Some of the residents indicated that although the water tankers go to the area once a week, before arriving at the static tanks, the water in the tanker is empty, as the residents along the route ask for the water to be filled in their private containers.
- During the visual investigation, existing stream/ river was dry.
- It was also observed that a group of women were collecting ground water which takes approximately 2 hours to fill a 25 liter bucket, thereafter carry to their houses for use.

Kwalembe WTW is the nearest water supply to Mandlalathi Area (Ward 2). The existing pipe water reticulation is estimated to be between 50mm diameter pipe to 63mm diameter pipe. The closest connection point is the turn-off to Mandlalathi Area (Ward 2). Although the water reticulation passes at the turnoff to Mandlalathi Area (Ward 2), the supply from the Kwalembe Water Treatment Plan has the following challenges:

- The existing size of the plant is small and requires upgrade.
- Illegal electrical connection disrupts water supply.
- The existing water reticulation pipeline needs to be upgraded to a bulk water pipeline.
- Currently, the purchase of diesel is proving to be expensive.
- There are illegal water connections.

The primary aim of the project is to provide the community of Mandlalathi with the necessary bulk water supply, and storage infrastructure to ensure sustainable water supply to the community. The community is comprised of one settlement:

Area Mandlalathi	Population (Estimated)
Mandlalathi: 44 Households	264
TOTAL	264

**C. Overview of the Works**

The overview of the works entails supply of potable water to the village of Mandlalathi with the population of estimated 264 people and 44 households in MISA’s endeavour to improve life the people.

**D. Extent of the works and services**

The extend of the works for this project is mainly focused on;

- Works Design Report works specifications, Construction BOQ, Design Drawings and Procurement Document.
- Drill and equip two boreholes.
- Protection and abstraction of four springs
- Construction of 3000 m water pipeline
- Construction of Storage Tank preferable steel reservoir.

The extend of works further include the Geohydrological study for springs protection, design and construction, and supply of all materials and accessories as well as construction monitoring and commissioning of all items listed below.

The extent of the works also 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 of the following:

- Establishment of contractor's team with all sub-contractors including local sub-contractors,
- Geohydrological study for the two boreholes and four springs,
- Supply of all materials and accessories.
- Design and construction of a cost-effective security monitoring system for the boreholes and springs,
- Site clearance and general cleaning
- Additional water pipe reticulation

## **E. Project Deliverables**

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

### **1. Deliverables**

- a) Field observations and measurements;
- b) Pumping and yield test graphs and details;
- c) Groundwater sample chemical results from accredited SANAS laboratory;
- d) Appendices containing pumping test graphs, and borehole and or springs management recommendations;
- e) Borehole and or springs locality maps;
- f) Hydrogeological investigation reports and registration of production boreholes with DWS;
- g) Project Specifications, Bill of Quantities, Construction drawings, as-built drawings and social facilitation (ISD) reports;
- h) Secured fully functional springs and or boreholes equipped with storage, power supply, lightning protection, pipework and stand taps;
- i) Investigations determined if;
  - a. The spring is not really a stream which has gone underground and is re-emerging;
  - b. The source and the collecting area are not likely to be polluted by surface runoff;
  - c. Checking that there are no latrines within 30 meters upstream of the spring' etc.
- j) Warranty and guarantee certificates for installed infrastructure;
- k) Health and Safety (OHSA, 2003) and Environmental Management (NEMA, 2003) related documentation and project records;
- l) Close Out Report and As-built drawings.

### **2. Additional Deliverables**

- Site Assessment Report and Condition Assessment Reports for the project



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

The proposed scope of works would be applicable, on varying scales, Mandlalathi, as indicated in Figure 1 below.



**Figure 1: Locality of Mandlalathi Area (Ward 2), Umdoni Local Municipality  
Coordinates (30° 08' 41" S 30° 33' 48" E)**

#### **d. Legislative Requirements**



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

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

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

**e. Design Considerations**

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

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

**General design criteria and philosophy**

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

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

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

**Water demand & storage**

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

The design parameters (assumptions) are as follows;

**General parameters:**

- Household content = 6 persons
- Growth = 0,5% per annum
- Consumption rate = 40 litres/capita/day
- Peak Factor = 3

➤ **Mandalathi Settlement:**

- Total Number of Households = 44 HH
- Total Population = 264 persons
- Design Population in 10 years = 269- persons
- Total Daily Demand = 10,9 m<sup>3</sup>/day
  - Proposed Storage Required (48hrs) = 22 m<sup>3</sup>

**Supply pipelines**

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

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

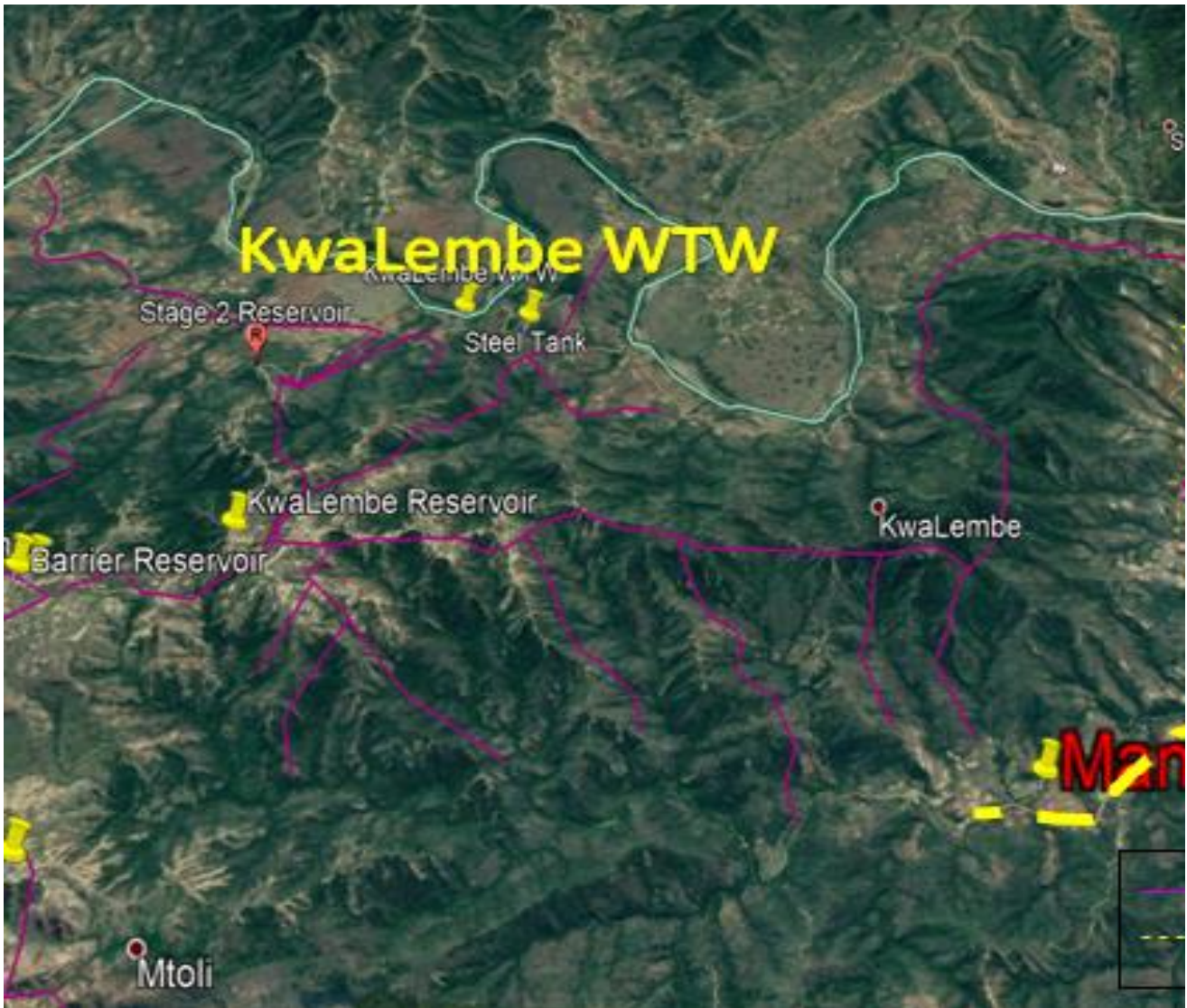
➤ **Mandalathi Settlement:**

- Proposed pipe internal dia. = 90 mm
  - Flow velocity = 0.42 m/s
- Estimated pipeline length = 2000 m
- Friction loss = 4 m
- Static head = 46 m
- Total head loss = 50 m

The contractor will be required to subcontract the detail design services to a suitably experienced consultant.

**Location of the works**

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



*Figure 2: Settlement Locality*

### **PROJECT MANAGEMENT STRUCTURES**

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

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

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

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### **TIME FRAMES**

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

### **FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER**

The Employer shall provide no facility or equipment.

### **FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER**

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

### **MEASUREMENT AND PAYMENT**

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

The P&G is to include full compensation for the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4500 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project). Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.

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## C3.2 GENERAL REQUIREMENTS

### 3.2.1 Management requirements

- a) The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.
- b) The Contractor shall, where design services are required, manage the implementation of packages from stage 3 and onwards in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

### 3.2.2 Construction requirements

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

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

### 3.2.3 Design requirements

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

- a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and
- b) Provide the services in accordance with the relevant 'Guideline Scope of Services' as per the *Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)* as a project leader, lead designer, designer, cost consultant and supervising agent.

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## **C3.3 MANAGEMENT**

### **3.3.1 General**

The Contractor shall:

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

### **3.3.2 Health and safety**

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

### **3.3.3 Completion strategy**

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

### **3.3.4 Programme**

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

### **3.3.5 Procurement: Promotion of secondary (developmental) procurement objectives**

- a) The Contractor shall achieve in the execution of a Package Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment and local labour.
- b) The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

### **3.3.6 Reporting**

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

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### 3.3.7 Communications

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

### 3.3.9 Invoices

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

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