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governance
Department
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



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

TENDER REF : MISA/IDMSC/DE/043/2021/22

**Acquire Drilling Equipment for Boreholes to
 Accelerate Access to Water**

NOVEMBER 2021

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:

MISA/IDMSC/DE/043/2021/22

END USER INITIAL.....



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

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

TENDER No: MISA/IDMSC/DE/043/2021/22

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MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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

TENDER No: **MISA/IDMSC/DE/043/2021/22**

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

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

Preferential Procurement Regulations 2017

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1)



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

TENDER No: MISA/IDMSC/DE/043/2021/22

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

T1 Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data



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

TENDER No: MISA/IDMSC/DE/043/2021/22

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

T1.1 Tender notice and invitation to tender

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from suitably qualified Suppliers for the Supply of Drilling Equipment for Boreholes to Accelerate Access to Water

Contracts will be based on the NEC3 Supply Contract.

The project details are hereunder,

TENDER NO.	Project Name	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/IDMSC/DE/043/2021/22	Acquire Drilling Equipment for Boreholes to Accelerate Access to Water	Non-Compulsory Virtual Briefing session to held on the 13 December 2021 @10:00am Compulsory session link will be made available at MISA website on the briefing session date and time	10 January 2021@ 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

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

A handwritten signature in black ink, consisting of several loops and strokes, positioned over the 'END USER INITIAL.....' text.

Clause number	Tender Data
	Email: lumka.tyikwe@misa.gov.za
3.5	The language of communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 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. 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. 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. 5. Attended the compulsory briefing session and signed the attendance register. 6. 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. 7. The tender documents issued by MISA are not tampered and remain intact.
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session</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	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:

Clause number	Tender Data
4.15	<p>Location of tender box: Reception area of MISA Offices</p> <p>Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.4	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. 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. <p>The tender document issued by MISA is not tampered with and content in the tender document remains intact.</p>
4.13.5	<p>Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.</p>
4.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
4.15	<p>The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)</p>
4.16	<p>The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90th day.</p>
5.1	<p>The employer will respond to requests for clarification received up to 7 working days before the tender closing time.</p>



Clause number	Tender Data
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	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference)</p> <p>The total number of tender evaluation points (TEV) shall be determined in accordance with the following formula.</p> $TEV = f_1 (NFO + NP) + f_2 NQ$ <p>Where f_1 and f_2 are fractions; f_1 equals to 1 minus f_2; and f_2 equals to 0.6</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> $NFO = W_1 A$ <p>Where maximum point for price $W_1 = 80$; (ref: preferential regulations 2017)</p> $A = \{1 - (P - P_m) / P_m\}$, [where P is the comparative price of the Tender under consideration and P_m is the comparative price of the lowest qualified Tender] <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 style="padding-left: 40px;">1. Price and Preference</p> <p>The total number of evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = P_s + N_p$ <p>P_s 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>



Clause number	Tender Data																				
	<p>$P_s = 80 \{1 - (P_t - P_m) / P_m\}$,</p> <p>Where</p> <p>$P_s$ = Points scored for price of tender under consideration</p> <p>P_t = Price of tender under consideration; and</p> <p>P_{min} = Price of lowest acceptable tender</p> <p>N_p is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017, which is up to maximum of 20 points.</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" data-bbox="352 875 1410 1346"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table> <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, if the Tenderer claims the preferential procurement points.</p>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
1	20																				
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4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
5.11.9	<p>A Tender scoring below 85 points in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table border="1" data-bbox="352 1760 1410 2011"> <thead> <tr> <th>Quality criteria</th> <th>Evaluation schedule</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer</td> <td>Schedule 1</td> <td>20</td> </tr> <tr> <td>Financial Capacity and Guarantees Offered</td> <td>Schedule 2</td> <td>50</td> </tr> <tr> <td>Company Establishment</td> <td>Schedule 3</td> <td>30</td> </tr> </tbody> </table>	Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	20	Financial Capacity and Guarantees Offered	Schedule 2	50	Company Establishment	Schedule 3	30								
Quality criteria	Evaluation schedule	Maximum number of points																			
Experience of the tenderer	Schedule 1	20																			
Financial Capacity and Guarantees Offered	Schedule 2	50																			
Company Establishment	Schedule 3	30																			



Clause number	Tender Data	
	Maximum possible score for quality (M _s)	100
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 	
5.14	<p>The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.</p>	



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

TENDER No: MISA/IDMSC/DE/043/2021/22

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

PART T2 Returnable Documents and Schedules

T2.1 List of Returnable Documents

T2.2 Returnable Documents



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

TENDER No: MISA/IDMSC/DE/043/2021/22

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

T2.1 List of Returnable Documents

A Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

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

2. Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....



3. Compulsory declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

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 | 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 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 | a member of an accounting authority of any national or provincial public entity |
| an official of any municipality or municipal 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 (interest separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

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



viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise

name

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

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

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

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

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

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

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

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

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

Section 1: Enterprise Details

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

Section 2: Declaration for services:

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

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

Attach separate page as necessary

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

I / we certify that

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

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

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(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

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		

5. Preferencing 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)

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)

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

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

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 supply of borehole drilling equipment 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 suppliers 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 or delivery certificates 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.

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

Letter of completion or reference letter for completed project or delivery certificate: One letter on client's letterhead per project completed.

10 points

- a) Less than 2 projects = 0 points
- b) 2 projects = 5 points
- c) 3 projects = 7 points
- d) 4 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 R1 Million = 0 points
- b) R 1 Million to below R 2 Million = 5 Points
- c) R 2 Million to below R 5 Million = 7 Points
- d) R 5 Million and above = 10 points

Total points 20

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: FINANCIAL CAPACITY AND GUARANTEES OFFERED (50 Points)

(A) FINANCIAL CAPACITY -In terms of Bank Codes or Letter to confirm financial assistance from Approved Financial Institution. (25 Points)

	TARGETED GOALS	NO OF POINTS	POINTS AWARDED
1	Bank Code – A	25	
2	Bank Code – B	20	
3	Bank Code - C or lower	15	
	SUB-TOTAL:	25	

(B) GUARANTEES OFFERED – Service provider to attached guarantees/warranty letter on the equipment/machinery offered; clearly indicating terms and conditions of the guarantees or warranties (25 Points)

	TARGETED GOALS	NO OF POINTS	POINTS AWARDED
1	No Guarantees or Warranties	0	
2	Between 1 to 3 years Guarantees or Warranties	5	
3	Above 3 years to 5 years Guarantees or Warranties	10	
4	Above 5 years to 8 years Guarantees or Warranties	15	
5	Above 8 years Guarantees or Warranties	25	
	SUB-TOTAL:	25	

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

2. Schedule 3: Company Establishment (30 points)

Points will be allocated as indicated below for establishment of the supplier's business operations, 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
Full functional Mechanical Manufacturing Factory or Warehouse for assembling of equipment.	30	25	

Points for plant and equipment will only be allocated if:

- a) **In case where Plant or Warehouse is owned by the Tenderer**, Proof of ownership must be in the form of Municipal Authorisation in the name of the company or directors must be attached.
- b) **In case where the Plant or Warehouse is to be hired, the Tenderer**, a lease agreement letter from the owner accompanied by the Municipal Authorisation in the name of the company or directors (Owner of Establishment) must be attached.

Note: No other proof of ownership will be considered





MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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

TENDER No: **MISA/IDMSC/DE/043/2021/22**

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

PART C- CONTRACT

Based on

Based on NEC3 Supply Contract

A handwritten signature or set of initials in black ink, located at the bottom right of the page, next to the 'END USER INITIAL.....' text.

Part C1 – Agreements and Contract Data

C1 – 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:	_____		
	<i>(Insert name and address of organisation)</i>		
Name & signature of witness	_____	Date	_____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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 Municipal Infrastructure Support Agent
Employer

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

2 Subject

 Details

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.....

.....

3 Subject

 Details

.....

.....

.....

4 Subject

 Details

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.....

.....

5 Subject


 Details

.....

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.....

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



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

C 1.2.- Contract Data

The *Conditions of Contract* are the core clauses and the clauses for main Options and Secondary options X1, X2, X7 and Z Of the NEC3 Supply 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 Supply Contract to which it mainly applies.

Clause	Statement	Data
1	General	
10.1	The Purchaser is (name): Eskom	<i>Municipal Infrastructure Services Agent</i>
	Address	<i>Physical - Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal - Private Bag X105, Centurion 0046</i>
	Tel No.	<i>[012] 848 5300</i>
10.1	The Supply Manager is (name):	<i>Mr Luntu Ndalasi</i>
	Address	<i>Physical - Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal - Private Bag X105, Centurion 0046</i>
	Tel	<i>[012] 848 5300</i>
	e-mail	<i>Luntu.ndalasi@misa.gov.za</i>
11.2(13)	The goods are	<i>Supply Of Drilling Equipment for Boreholes to Accelerate Access to Water</i>
11.2(13)	The services are	<i>N/A</i>
11.2(14)	The following matters will be included in the Risk Register	<i>N/A</i>
11.2(15)	The Goods Information is in	<i>Part 3: Scope of Work and all documents and drawings to which it makes reference.</i>
11.2(15)	The Supply Requirements as part of the Goods Information is in	<i>Part 3: Scope of Work and all documents and drawings to which it makes reference.</i>
12.2	The law of the contract is the law of	<i>Republic of South Africa</i>
13.1	The language of this contract is	<i>English</i>
13.3	The period for reply is	<i>2 weeks</i>
2	The Supplier's main responsibilities	
26.1		<i>If the Supplier subcontracts work, he/she is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and</i>

exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Supply Contract should he be successful.

26.3		<i>The conditions of contract for the Subcontractor shall be the NEC Supply Contract Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.</i>
3	Time	
30.1	The starting date is.	<i>14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.</i>
30.1	The <i>delivery date</i> of the goods and services is:	3 months after awarding of the tender.
30.2	The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date.	N/A
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	<i>07 days after receiving the letter of appointment</i>
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	<i>One week</i>
4	Testing and defects	
42	The defect correction period is	<i>14 days</i>
43.2	The defect correction period is	<i>The defects date is 60 months after Collection of the whole of the equipment and accessories</i>
5	Payment	
50.1	The assessment interval is	<i>Between the 25 day of each successive month.</i>
51.1	The currency of this contract is the	<i>South African Rand</i>
51.2	The period within which payments are made is	<i>Each certified payment is made within 30 days of the assessment</i>
6	Compensation events	<i>Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)</i>
7	Title	<i>Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)</i>
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional Purchaser's risks	1. N/A
84.1	The Purchaser provides these insurances from the Insurance Table	N/A
	1. Insurance against	N/A
	Cover / indemnity is	N/A
	The deductibles are	N/A

84.1	The <i>Supplier</i> provides these additional insurances	N/A
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	N/A
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	N/A.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (five hundred thousand Rand).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	N/A
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The greater of <ul style="list-style-type: none"> • the total of the Prices And where a claim is made against the <i>Purchaser's</i> insurance the amounts excluded and unrecoverable from the <i>Purchaser's</i> insurance
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices other than for the additional excluded matters. The <i>Supplier's</i> total liability for the additional excluded matters is not limited. The additional excluded matters the <i>Supplier</i> is liable under this contract for: <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the works, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right
88.5	The <i>end of liability date</i> is	[5] Year after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The Adjudicator is	<i>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</i>	
94.2(3)	The Adjudicator nominating body is:	<i>the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)</i>	
94.4(2)	The tribunal is:	<i>Arbitration</i>	
94.4(5)	The arbitration procedure is	<i>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</i>	
94.4(5)	The place where arbitration is to be held is	<i>South Africa</i>	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	<i>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</i>	
	- if the arbitration procedure does not state who selects an arbitrator, is		
10	Data for Option clauses		
X1	Price adjustment for inflation		
X1.1	The base date for indices is		
	The proportions used to calculate the Price Adjustment Factor are:	<i>N/A</i>	
X2	Changes in the law		
X2.1	A change in the law of	<i>Refer to the Conditions of NEC3 Supply Contract April 2013 (SC3)</i>	
X7	Delay damages		
X7.1	Delay damages for Delivery are	<i>Supply of Drilling Equipment for Boreholes to Accelerate Access to Water</i>	<i>amount per day R 10 000.00</i>
Z	The additional conditions of contract are	<i>Z1 to Z12</i>	

Z1 Cession delegation and assignment

Z1.1 *The Supplier does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser.*

Z1.2 *Notwithstanding the above, the Purchaser may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.*

Z2 Joint ventures



- Z2.1 *If the Supplier constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Purchaser for the performance of this contract.*
- Z2.2 *Unless already notified to the Purchaser, the persons or organisations notify the Supply Manager within two weeks of the Contract Date of the key person who has the authority to bind the Supplier on their behalf.*
- Z2.3 *The Supplier does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the Purchaser having been given to the Supplier in writing.*

Z5 *Confidentiality*

- Z5.1 *The Supplier does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Supplier, enters the public domain or to information which was already in the possession of the Supplier at the time of disclosure (evidenced by written records in existence at that time). Should the Supplier disclose information to Others in terms of clause 23.1, the Supplier ensures that the provisions of this clause are complied with by the recipient.*
- Z5.2 *If the Supplier is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Supply Manager.*
- Z5.3 *In the event that the Supplier is, at any time, required by law to disclose any such information which is required to be kept confidential, the Supplier, to the extent permitted by law prior to disclosure, notifies the Purchaser so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Supplier may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.*
- Z5.4 *The taking of images (whether photographs, video footage or otherwise) of the goods or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the Supply Manager. All rights in and to all such images vests exclusively in the Purchaser.*
- Z5.5 *The Supplier ensures that all his subcontractors abide by the undertakings in this clause.*



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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

TENDER No: **MISA/IDMSC/DE/043/2021/22**

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

PART C2 - PRICING DATA

INDEX

PART C2: PRICING DATA

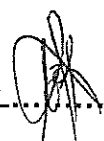
C2.1 PRICING INSTRUCTIONS

C2.2 SCHEDULE OF QUANTITIES

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.
3. 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
4. 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
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. Quantities for measurement and payment shall be re-measurable, this means that payment will be made for actual work done, not necessarily for quantity stated in the BoQ.
13. **Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
14. 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.
15. 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.
16. 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.



17. 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.
18. 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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton

kg = kilogram
t = ton (1 000 kg)
% = per cent
MN = meganewton
MN-m = meganewton-metre
Sum = Sum
PC Sum = Prime Cost Sum
Prov Sum = Provisional Sum



C.2.2. SCHEDULE OF QUANTITIES

The Schedule 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

No	Description	Unit	Qty	Rate	Amount
1.	Borehole Needs Assessment				
1.1	Supply boreholes needs assessment equipment included:				
1.1.1	<i>Geo-Positioning System (GPS) or Geo-Reference System</i>	No	2		
1.1.2	<i>Geophysical Survey Equipment</i>	No	2		
1.2.3	<i>Model G5 Proton Memory Magnetometer</i>	No	2		
1.1.4	<i>EM-34</i>	No	2		
1.1.5	<i>FDEM-8</i>	No	2		
1.1.6	<i>Resistivity</i>	No	2		
Sub-Total 1 to be carried to summary					
2	Borehole Drilling Rigs				
2.1	Supply borehole drilling equipment complete including:				
2.1.1	<i>Drilling machine in a truck</i>	No	2		
2.1.2	<i>Minimum 1200 Cfm 23 Bar Compressor on a truck</i>	No	2		
2.1.3	<i>Loading trucks (10 ton)</i>	No	2		
2.1.4	<i>Drill Rods 5 M - 114 mm</i>	No	2		
2.1.5	<i>Hammer 6 Inch</i>	No	2		
2.1.6	<i>Drill Bit 6.5 Inch</i>	No	2		
2.1.7	<i>Drill Bit 8.5" Button Bit</i>	No	2		
2.1.8	<i>Drag Bit / Clay Cutter 8.5</i>	No	2		
2.1.9	<i>Drag Bit / Clay Cutter 10"</i>	No	2		
2.1.10	<i>Drag Bit / Clay Cutter 12"</i>	No	2		

No	Description	Unit	Qty	Rate	Amount
2.1.11	Adapter (Subsaver) 3½"	No	2		
2.1.12	Casing Clamp 178mm	No	2		
2.1.13	Casing Clamp 204mm	No	2		
2.1.14	Casing Clamp 254mm	No	2		
2.1.15	1000 L Diesel Bowser	No	2		
2.1.16	6 m Casing Trailer	No	2		
2.1.17	Additional Tools (Drill Bits, Hammers and Spanners)	No	2		
2.1.18	4 x 4 off-Road Bakkies.)	No	2		
Sub-Total 2 to be carried to summary					
3	Pumping test rigs				
3.1	Supply Borehole Yield Testing Rig with a 5 Speed Gearbox capable of operate small pumps to Max of Mono 90 pump, Hydraulic Clutch, 200 mm Drive, two Grove Pulley on 40 mm shaft, Control Box with Warning Lights, Minimum of two Workstation Lights, Micro RPM adjustments, Heavy Duty Truck Battery, at least 100 Litre Diesel tank, Double Diesel Filters with water Trap, Silent Exhaust, mounted on a Trailer of at least 1.3 Ton with double wheels.	No	2		
3.2	Supply set of pipes with rods and associated connections to a maximum depth of 150m;	No	2		
3.3	Supply Mono Pumps Capable of pumping between 0,3 and 2 L/s;	No	2		
3.4	Supply Mono Pumps Capable of pumping between 2 and 5 L/s;	No	2		
3.5	Supply Mono Pumps Capable of pumping between 5 and 10 L/s;	No	2		
3.6	Supply Mono Pumps Capable of pumping between 10 and 20 L/s ;	No	2		
3.7	Supply Mono Pumps Capable of pumping greater than 20 L/s;	No	2		
3.8	Supply Truck with mounted Crane to install and remove pipes;	No	2		
3.9	Supply 1000 L Diesel Bowser.	No	2		
Sub-Total 3 to be carried to summary					



No	Description	Unit	Qty	Rate	Amount
4	Registration and Licensing for all plant and equipment to be supplied which require registration and/or licensing	Sum	1		
Sub-Total 4 to be carried to summary					
5.	Operation and Maintenance				
5.1	Supply operators/drivers for the Borehole Drilling Rig, i.e. drilling machine in a truck for a period of 12 months after delivery	No	2		
5.2	Supply drivers for transport of operating staff for a period of 12 months after delivery	No	4		
5.3	Supply of operators (personnel) for the operation of the borehole drilling equipment for a period of 12 months after delivery	No	1		
5.4	Provide required maintenance to all equipment supplied for a period of 12 months after expiry of warranties and guarantees	Sum	1		
Sub-Total 5 to be carried to summary					
6.	Water quality assessments				
6.1	Collection of water samples and provision of equipment (sample bottles - microbiological and chemical) per drilling rig. (samples per rig per month)	No	30		
6.2	Laboratory services for water sample analysis by SANAS accredited laboratory (SANS 241). (samples per rig per month)	No	30		
Sub-Total 6 to be carried to summary					

Schedule of Quantities Summary

No	Description	Amount
1	Borehole Needs Assessment	
2	Borehole Drilling Rigs	
3	Pumping test rigs	
4	Registration and Licensing	
5	Operators for operating the drilling equipment	
6	Water quality assessments	
	Total	
	15% VAT	

	TOTAL (To be carried to form of Tender)	
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Signed

Date

Name

Position

Enterprise name





MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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

TENDER No: **MISA/IDMSC/DE/043/2021/22**

Acquire Drilling Equipment for Boreholes to Accelerate Access to Water

PART C3: SCOPE OF WORK

Index

PART C3: SCOPE OF WORK

- C3.1 SECTION A: DESCRIPTION OF THE WORKS & SERVICES**
- C3.2 SECTION B: GENERAL REQUIREMENTS**
- C3.3 SECTION C: MANAGEMENT**

SECTION A – C 3.1 DESCRIPTION OF THE WORKS AND SERVICES

1. Employer's objective

The objective of the employer is to appoint a suitable supplier to supply drilling equipment for boreholes development with the aim of accelerating provision of potable water supply service in Municipalities across South Africa.

2. Background

MISA team developed a '*Business case to acquire drilling equipment for boreholes to accelerate access to water*' for under-services communities or those without basic access.. The business case proposes a partnership or working together with other stakeholders such as Department of Water and Sanitation and Water Research Commission (WRC) to accelerate the provision of groundwater in areas where is feasible to develop groundwater sources. The process will entail:

- a) Rehabilitation of existing boreholes
- b) Exploration, drilling and equipping of boreholes
- c) Exploration of new and protection of existing springs, and
- d) Basic reticulation of boreholes and springs, through the construction of appropriately sized reservoirs, pipelines and erection of standpipes.

3. Overview of the Scope

The overview of the scope entails the supply of borehole drilling equipment included;

Equipment requirements	Quantity
Geophysical Survey equipment	2
Drilling rig and associated tools	2
Loading Trucks (6x6 trucks)	2
Pumping test Rig	2
Water analysis of 150 water samples (Annual)	
Operators/Drivers for operating the trucks, vehicles and drilling equipment	18

4. Extend of the Scope

The table below summarises the groundwater development processes, equipment required and personnel to support the development of groundwater resources for community water supply.



Borehole development and Spring protection	Description of activities	Equipment
Needs assessment	Identification of areas requiring groundwater development	
Identification of drilling sites	Desk study	Geological and hydrogeological maps, GIS programmes and capabilities
	Hydro-census and identification of boreholes for rehabilitation or springs for development/protection	Vehicles and GPS
	Provision of Geophysical Equipment	Magnetometer, EM-34, FDEM, Resistivity
	Geophysical Survey, data interpretation and identification of drilling sites	Magnetometer, EM-34, FDEM, Resistivity, GPS, Vehicles
Drilling and Rehabilitation of existing boreholes	Drilling site preparation (land, clearance of services, stakeholder engagement)/ Provision of borehole numbers	
	Provision of drilling equipment	Drilling Rig/ Casing/ gravel pack, bentonite, cement, diesel, GPS
	Drilling	Drilling rig
	Drilling supervision and signing-off	4 x 4 Vehicle, GPS
Water Quantity Assessment	Provision of Pumping Test Rig and accessories	Pumping Test rig
	Pumping test supervision and signing-off	4 x 4 Vehicle, GPS
Water Quality Assessment	Provision of water sample bottles	Sample bottles (microbiological and chemical)
	Collection of water samples	
	Analysis of water samples (SANS 241 parameters)	Laboratory Services
Data interpretation and Reporting	Determination of sustainable abstraction rates, determination of suitability of water quality for use, Compilation, and approval of the Technical Hydrogeological Report	GIS capability, FC-Method programme, SANS 241 Standards document
Protection of Springs	Drafting of spring protection designs and approval	
	Modification of spring source to capture the water	4 x 4 Vehicle, GPS
	Provision of materials	Truck or 4 x 4 Vehicle, Cement, river sand, stones concrete blocks, storage
Reticulation	Connection of pipes from source to storage	Truck or 4 x 4 Vehicle, Cement, river sand, stones concrete blocks,
Storage construction	Design and provision of Storage tanks	2 500L, 5 000L and 10 000 L Tanks
	Construction of installation of water storages	Truck or 4 x 4 Vehicle, Cement, river sand, stones concrete blocks, Steel tank stands
Operation of Drilling Equipment	Operators/drivers for the Borehole Drilling Rig	Drilling Rig
	Supply drivers for transport of operating staff	4 x 4 Vehicle, GPS
	Supply of operators (personnel) for the operation of the borehole drilling equipment	Drilling Rig/Casing/ gravel pack, bentonite, cement, diesel, GPS

5. Borehole development

5.1. Standards and guidelines

Several guidelines for groundwater development and management have been developed internationally and for the South African context. The most relevant are:

- a) Minimum Standards and Guidelines for Groundwater Resource Development for the Community Water Supply and Sanitation Programme (DWAF, 1997);
- b) NORAD Toolkit, 'NORAD-Assisted Programme for Sustainable Development of Groundwater Sources' (DWAF, 2004b);
- c) Guidelines for the Monitoring and Management of Ground Water Resources in Rural Water Supply Schemes' (Meyer, 2002) and
- d) Guideline for the Assessment, Planning and Management of Groundwater Resources in South Africa' (DWAF, 2008).
- e) Any other relevant guidelines, standards and norms, designs or documentation relevant to groundwater development and management.

Other relevant documents include water-quality management protocols, minimum standards, the Framework for a National Groundwater Strategy (DWAF, 2007a), the Groundwater Strategy 2010 (DWA, 2011), the National Water Resource Strategy (DWAF, 2004c), the Guidelines for Catchment Management Strategies Towards Equity, Sustainability and Efficiency (DWAF, 2007b) and regional groundwater plans, as well as selected national and international articles and publications on groundwater development and management aspects.

The Guideline for the Assessment, Planning and Management of Groundwater Resources in South Africa (DWAF, 2008) intends to assist in the sustainable development, protection and management of the groundwater resources, and in achieving the overall goal of integrated water resource management. Management of groundwater resources relates to the sustainable use and development of these resources. It focuses on the sustainable development of the groundwater resources without compromising resource integrity (quantity and quality of the resource). Management thus involves monitoring quantity and quality over a long-term period and the use of information to determine compliance against set goals and to assess whether the strategic goals of the department are being met.

6. Specification of Equipment Required

The following equipment will be required to support the development of groundwater sources for targeted communities in respective municipalities. The equipment to be provided must contain at least, a minimum, 30% local manufacturing content as prescribed by the Department of Trade, Industry and Competition.

6.1. Needs Assessment

- a) Geo-Positioning System (GPS) or Geo-Reference System
- b) Geophysical Survey
- c) Model G5 Proton Memory Magnetometer
- d) EM-34
- e) FDEM-8
- f) Resistivity

6.2. Drilling Rigs

- a) Drilling Machine on a truck
- b) Minimum 1200 Cfm 23 Bar Compressor on a truck
- c) Loading trucks (10 ton) (6x6 trucks)
- d) Drill Rods 5 M - 114 mm
- e) Hammer 6 Inch
- f) Hammer 8 Inch
- g) Drill Bit 6.5 Inch
- h) Drill Bit 8.5" Button Bit
- i) Drag Bit / Clay Cutter 8.5
- j) Drag Bit / Clay Cutter 10"
- k) Drag Bit / Clay Cutter 12"
- l) Adapter (Subsaver) 3½"
- m) Casing Clamp 178mm
- n) Casing Clamp 204mm
- o) Casing Clamp 254mm
- p) 1000 L Diesel Bowser
- q) 6 m Casing Trailer
- r) Additional Tools (Drill Bits, Hammers and Spanners)
- s) 4 x 4 off-Road Bakkies.

6.3. Pumping test rigs

- a) Borehole Yield Testing Rig with a 5 Speed Gearbox capable of operate small pumps to Max of Mono 90 pump, Hydraulic Clutch, 200 mm Drive, two Grove Pulley on 40 mm shaft, Control Box with Warning Lights, Minimum of two Workstation Lights, Micro RPM adjustments, Heavy Duty Truck Battery, At least 100 Litre Diesel tank, Double Diesel Filters with water Trap, Silent Exhaust, mounted on a Trailer of at least 1.3 Ton with double wheels,
- b) A set of pipes with rods and associated connections to a maximum depth of 150 m;
- c) Mono Pumps Capable of pumping between 0,3 and 2 L/s;
- d) Mono Pumps Capable of pumping between 2 and 5 L/s;
- e) Mono Pumps Capable of pumping between 5 and 10 L/s;
- f) Mono Pumps Capable of pumping between 10 and 20 L/s ;
- g) Mono Pumps Capable of pumping greater than 20 L/s;
- h) Truck with mounted Crane to install and remove pipes;
- i) 1000 L Diesel Bowser.

7. Project Deliverables

The supplier will be responsible to manufacture and supply complete boreholes development equipment as per specification above included:

Equipment requirements	Quantity
Geophysical Survey equipment	2
Drilling rig and associated tools	2
Loading Trucks (6x6 trucks)	2
Pumping test Rig	2
Water analysis of 150 water samples (Annual)	
Registration and Licensing	2
Warranties	2

8. Legislative Requirements

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

- a) Compliance with the OHS Act regulations (Rate to include for risk assessment specific to the COVID-19 pandemic and other adjustments to ensure compliance for the assignment including maintenance of a register for workers contacts.)
- b) Furthermore, the supplier shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental, Forestry and Fisheries.

9. Project Management Structures

The supplier will liaise with MISA Supply Manager as per the contract data.

10. Time Frames

The estimated timeframe for delivery of all the activities as described herein the C3: Scope of work is 3 (three) months from the date of start of work.

11. Delivery Address

The address for the supply of goods and services as outlined in this tender will be within the jurisdiction of Gauteng Province and thereafter be moved as required to different parts of South Africa. The exact locations will be provided by the employer on or before delivery date.

12. Facilities And Equipment To Be Provided By The Employer

The Employer shall provide no facility or equipment.

13. 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.

14. Measurement And Payment

The employer will honour one payment after taking position of the drilling equipment.

15. Subcontracting

If the supplier 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 Supply Contract.

16. 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. The footprint of any environmental impacts associated with drilling activities is to be kept to a minimum and the work site is to be always maintained in good order. Portable toilets are to be utilised and maintained in good order.

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification.



SECTION B - C3.2 GENERAL REQUIREMENTS

1 Management requirements

- a) The Supplier shall in providing the service 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.

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SECTION C – C 3.3 MANAGEMENT

General

The Supplier 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.

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. The footprint of any environmental impacts associated with drilling activities is to be kept to a minimum and the work site is to be maintained in good order at all times. Portable toilets are to be utilised and maintained in good order.

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.

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.

Communications

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

Invoices

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



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

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