



cooperative governance

Department:  
Cooperative Governance  
REPUBLIC OF SOUTH AFRICA



## **Municipal Infrastructure Support Agent (MISA)**

**Cooperative Governance & Traditional Affairs (CoGTA)**

**REPUBLIC OF SOUTH AFRICA**

**TENDER No. MISA/SDE/MLM/FS/010/2023/24**

### **APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE- TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY**

### **PROCUREMENT DOCUMENT**

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

**NOVEMBER 2023**

**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)**

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**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING  
DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF  
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TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN  
MATJHABENG LOCAL MUNICIPALITY.**

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| C4 | Site Information |
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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT  
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (CoGTA)**

**THE TENDER**

**TENDER NO. MISA/SDE/MLM/FS/010/2023/24**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR  
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VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL  
MUNICIPALITY.**

**Tender Procedure:**

**Based on**

**MISA Supply Chain Management Policy dated 11 May 2023**

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

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

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

**Preferential Procurement Regulations 2022** (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

**Contract Documents**

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
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MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY.**

**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 Appointment Of A Management Contractor For The Siting Drilling, Equipping Of 2 Boreholes And Installation Of The Associated Elevated Storage And Water Pre-Treatment Facilities In Ventersburg/ Mamahabane In Matjhabeng Local Municipality.

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

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

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/SDE/MLM/FS/010/2023/24	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/	<b>Matjhabeng Local Municipality</b> <b>No.9 Steyn Street</b> <b>Ventersburg 9450</b>  <b>Compulsory Site Visit on the 24 November 2023 at 10H00am</b>	06 December 2023 11h00am  All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House,

	MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY.		Centurion, PRETORIA 0046  TEL: 012 484 5300
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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 2022.

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

Issued by:

**Municipal Infrastructure Support Agent**

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



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**T1.2 TENDER DATA**

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

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

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

Clause number	Tender Data
3.1	The employer is the <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	<p>The Employer's Representative is:</p> <p><b>Name:</b> Ms. M.E Kgomo</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Email:</b> <a href="mailto:tenders@misa.gov.za">tenders@misa.gov.za</a></p>
3.5	The language of communications is English

Clause number	Tender Data
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. Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</li> <li>2. Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 4CE or Higher</b> class of construction work; and</li> <li>3. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.</li> <li>4. 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>5. 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>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.</li> <li>7. No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</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  4.15	<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> <p>Municipal Infrastructure Support Agent's Office</p> <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>

Clause number	Tender Data
	<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	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as <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.
SFU (clause 4.3.1)	<p>The procedure for the evaluation of responsive tenders is <b>Functionality, Financial offer &amp; Preference</b> as explained in the <b>CIDB'S</b> Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Phase 2:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality <b>Points of 70</b> will then be rejected.</p> <p><b>Phase 3:</b> Price and preference (80/20 system)</p>



Clause number	Tender Data
	<p><b><u>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA.</u></b></p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> <li>1. Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</li> <li>2. contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 4CE or Higher</b> class of construction work; and</li> <li>3. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.</li> <li>4. 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>5. 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>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.</li> <li>7. No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</li> </ol> <p><b>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>3. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.</li> <li>4. Should the tenderer intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate.</li> </ol>

Clause number	Tender Data				
	<p>5. A valid original or certified copy of amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate verified by SANAS</b> must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate verified by SANAS</b> B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</p> <p>6. Tenderers which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full and have it attested by a commissioner of oaths, signed and dated before submission. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points.</p> <p><b><u>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></b></p> <ol style="list-style-type: none"> <li>1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</li> <li>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender scoring an average score below <b>70 points</b> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</li> <li>5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</li> <li>6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</li> </ol> <p><b><u>PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</u></b></p> <p>The <b>80/20 preference point system</b> shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1" data-bbox="469 1874 1327 2009"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> </tbody> </table>	Criteria	Points	POINTS ON PRICE	80
Criteria	Points				
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Clause number	Tender Data																				
	<table><tr><td>SPECIFIC GOAL</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table>	SPECIFIC GOAL	20	TOTAL	100																
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	<b>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</b>																				
	(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):																				
	The financial offer will be scored using the following formula:																				
	$A = (1 - \frac{(P - P_m)}{P_m})$																				
	The value of value of $W_1$ is:																				
	1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or																				
	2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.																				
The table below must be used to calculate the score out of 20 for B-BBEE.																					
<table><tr><th>B-BBEE Status Level of Contribution</th><th>Number of Points</th></tr><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></table>		B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
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5.11.9	<b>A Tender scoring below 70 <u>points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</b>																				
	<table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Experience of the tenderer</td><td>Schedule 1</td><td>20</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>55</td></tr><tr><td>Plant and Equipment</td><td>Schedule 3</td><td>10</td></tr><tr><td>Approach Paper</td><td>Schedule 4</td><td>15</td></tr><tr><td colspan="2">Maximum possible score for functionality (M<sub>s</sub>)</td><td>100</td></tr></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	Maximum possible score for functionality (M <sub>s</sub> )		100	
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5.11.9	<p>Functionality criteria broken down into sub criteria:</p> <ol style="list-style-type: none"><li>1. Experience of the Tenderer</li><li>2. Experience of Key Personnel</li><li>3. Plant and Equipment Schedule</li><li>4. Approach Paper</li></ol> <p><b>Evaluation schedule 1: Experience of the Tenderer in Water and Sanitation Infrastructure Construction. (20 Points)</b></p> <p>The experience of the tenderer as a company (as opposed to key staff members) in the construction or installation of new municipal borehole water infrastructure which includes reservoirs, pump stations and water treatment plants as a main contractor for municipalities and other organs of state.</p> <p>The projects shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.</p> <p>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.</p> <p><b>Note: Signed completion certificate 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.</b></p> <p>The description should be presented in tabular form with the following headings and appended to this page.</p> <table><tr><th rowspan="2">Employer, contact person and contact details (telephone, email address, etc.)</th><th rowspan="2">Project Name and brief description of works</th><th rowspan="2">Contract value</th><th colspan="2">Planned dates</th><th colspan="2">Actual dates</th></tr><tr><th>Start</th><th>End</th><th>Start</th><th>End</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>The scoring of the tenderer's experience will be as follows:</p> <p>Completion certificate for completed project: The construction or installation of new municipal water infrastructure which includes siting, drilling and equipping boreholes, reservoirs, pump stations and water treatment plants. This experience must only relate to instance where the tenderer acted as the main contractor.</p> <div><div>1. Experience</div><div><div>a) Less than 3 projects</div><div>=</div><div>0 points</div></div><div><div>b) 3 projects</div><div>=</div><div>5 points</div></div><div><div>c) 4 projects</div><div>=</div><div>7 points</div></div><div><div>d) 5 or more projects</div><div>=</div><div>10 points</div></div><div>10 points</div></div> <div><div>2. Highest value (Total Project Value) of a single completed project of the type of projects mentioned in item 1</div><div><div>a) Below R1 Million</div><div>=</div><div>0 points</div></div><div><div>b) R 1 Million to below R 4 Million</div><div>=</div><div>5 Points</div></div><div><div>c) R 4 Million to below R 5 Million</div><div>=</div><div>7 Points</div></div><div><div>d) R 5 Million and above</div><div>=</div><div>10 Points</div></div><div>10 points</div></div> <div><div>Total</div><div>20 points</div></div>	Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works	Contract value	Planned dates		Actual dates		Start	End	Start	End							
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		Start	End	Start		End													

Clause number	Tender Data																																														
	<p><b><u>Evaluation schedule 2: Expertise (relevant qualification and experience of staff, including professional registrations) of staff allocated to the project (55 Points)</u></b></p> <p><i>All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 PSC.</i></p> <p><i>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:</i></p> <ol style="list-style-type: none"> <li>1) <i>General experience (total duration of work activity), level of education and training and positions held.</i></li> <li>2) <i>The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.</i></li> </ol> <p><i>The CV of individuals will be used for evaluation of the each of the personnel for this section.</i></p> <p><i>The scoring of the experience of key person staff will be as follows;</i></p> <p><b>Total Points for key personnel = 55</b></p> <ol style="list-style-type: none"> <li>a) <i>Contracts Manager = 15,</i></li> <li>b) <i>Civil Engineer = 15,</i></li> <li>c) <i>Geohydrologist = 10,</i></li> <li>d) <i>Site Agent = 5,</i></li> <li>e) <i>Foreman = 5,</i></li> <li>f) <i>H&amp;S Officer = 5,</i></li> </ol> <table border="1" data-bbox="363 1220 1465 2040"> <tr> <td><b>Key Personnel</b></td><td><b>= 55 Total Points</b></td></tr> <tr> <td><b>1. Contracts Manager</b></td><td><b>= (15 points)</b></td></tr> <tr> <td><b>1.1. Experience</b></td><td><b>= 5 points</b></td></tr> <tr> <td>a) Below 5 years</td><td>= 0 points</td></tr> <tr> <td>b) 5 to below 7 years</td><td>= 3 points</td></tr> <tr> <td>c) 7 to below 10 years</td><td>= 4 points</td></tr> <tr> <td>d) 10 years and above</td><td>= 5 points</td></tr> <tr> <td><b>1.2. Qualifications</b></td><td><b>= 10 points</b></td></tr> <tr> <td>a) Degree or B Tech in Civil Eng/Construction Management</td><td>= 7 points</td></tr> <tr> <td>b) Honours Degree or above in Civil Eng/Construction Management</td><td>= 10 points</td></tr> <tr> <td><b>2. Civil Engineer</b></td><td><b>= (15 points)</b></td></tr> <tr> <td><b>1.1. Experience</b></td><td><b>= 5 points</b></td></tr> <tr> <td>a) Below 3 years</td><td>= 0 points</td></tr> <tr> <td>b) 3 to below 6 years</td><td>= 3 points</td></tr> <tr> <td>c) 6 to below 10 years</td><td>= 4 points</td></tr> <tr> <td>d) 10 years and above</td><td>= 5 points</td></tr> <tr> <td><b>Qualifications</b></td><td><b>= 10 points</b></td></tr> <tr> <td>a) Degree or B Tech in Civil Eng/Construction Management</td><td>= 7 points</td></tr> <tr> <td>b) Honours Degree or above in Civil Eng/Construction Management</td><td>= 10 points</td></tr> <tr> <td><b>2. Geohydrologist</b></td><td><b>= (10 points)</b></td></tr> <tr> <td><b>3.1 Experience</b></td><td><b>= 5 points</b></td></tr> <tr> <td>a) Below 5 years</td><td>= 0 points</td></tr> <tr> <td>b) 5 to below 7 years</td><td>= 3 points</td></tr> </table>	<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>1.1. Experience</b>	<b>= 5 points</b>	a) Below 3 years	= 0 points	b) 3 to below 6 years	= 3 points	c) 6 to below 10 years	= 4 points	d) 10 years and above	= 5 points	<b>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. Geohydrologist</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
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	c) 7 to below 10 years	=	4 points																												
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	<b>Qualifications</b>	=	<b>5 points</b>																												
	a) Bachelors degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	4 points																												
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	<b>3. Site Agent</b>	=	<b>(5 points)</b>																												
	<b>3.1. Experience</b>	=	<b>2 points</b>																												
	a) Below 5 years	=	0 points																												
	b) 5 to below 8 years	=	1 point																												
	c) 8 years and above	=	2 points																												
	<b>3.2. Qualification</b>	=	<b>3 points</b>																												
	a) Diploma in Civil Engineering/ <b>Construction Management</b>	=	2 points																												
	b) Degree or B Tech or above in Civil Engineering	=	3 points																												
	<b>4. Foreman/Supervisor</b>	=	<b>(5 points)</b>																												
	<b>4.1. Experience</b>	=	<b>2 points</b>																												
	a) Below 5 years	=	0 points																												
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	c) 8 years and above	=	2 points																												
	<b>4.2. Qualification</b>	=	<b>3 points</b>																												
	a) N6 certificate in civil Engineering / Construction Management	=	2 points																												
	b) Diploma in or above Civil Engineering	=	3 points																												
	<b>5. Health and Safety Officer</b>	=	<b>(5 points)</b>																												
	<b>5.1. 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>5.2. Qualification</b>	=	<b>3 points</b>																												
	a) SAMTRAC	=	1 point																												
	b) Diploma/degree or above in Health and Safety	=	3 points																												
	<b><u>Schedule 3: Plant and Equipment (20 points)</u></b>																														
	Points will be allocated as indicated below for plant and equipment <b><u>owned and / or hired</u></b> 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.																														
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Clause number	Tender Data
	<ol style="list-style-type: none"> <li>1. <b>In case where plant is owned by the Tenderer</b>, 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.</li> <li>2. <b>In case where the plant is to be hired by the Tenderer</b>, 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</li> <li>3. <b>In case where the Tenderer own part of the required plant and part will be hired</b>, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.</li> </ol> <p style="text-align: center;"><b><i>Approach Paper</i></b></p>
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 duly completed and signed the <b>SBD 4</b>, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.</li> <li>4. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>5. the tenderer has completed the Compulsory Enterprise Questionnaire 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>6. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</li> <li>7. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</li> </ol>
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	The additional conditions of tender are:

Clause number	Tender Data
	Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
5.17	<p><b>Cancellation and re-invitation of tenders</b></p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received; or</li> <li>(d) Tender validity period has expired; or</li> <li>(e) Gross irregularities in the tender processes and/or tender documents; or</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;"><b>TENDER AWARD</b></p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of Tender are:</p> <p><b>A. Joint Venture</b></p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder</b></p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p>



Clause number	Tender Data
	<p><b>C. Acceptance of Bid</b></p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p><b>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</b></p> <p><b>Should a Tenderer</b></p> <ul style="list-style-type: none"> <li>a) Withdraw his Tender during the period of its validity; <u>or</u></li> <li>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></li> <li>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</li> </ul> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <ul style="list-style-type: none"> <li>i. All expenses incurred in calling of fresh Tender, if it should be deemed necessary by the Employer to do so;</li> <li>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</li> <li>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</li> </ul> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. Repudiation of Tender or Invalidation of Contract</b></p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> <li>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;</li> </ul>

Clause number	Tender Data
	<p>b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour;</p> <p>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:</p> <p>d) to refrain from Tendering for this Contract;</p> <p>e) as to the amount of the Tender to be submitted by either party;</p> <p>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p><b>F. South African Jurisdiction</b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <p>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</p> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered</p>

Clause number	Tender Data
	<p>rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



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

TENDER NO. MISA/SDE/MLM/FS/010/2023/24

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR  
THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND  
INSTALLATION OF THE ASSOCIATED ELEVATED  
STORAGE AND WATER PRE-TREATMENT FACILITIES IN  
VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL  
MUNICIPALITY.

## RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

#### A. Documentation to demonstrate eligibility to have tenders evaluated.

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

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

#### B. Returnable schedules required for tender evaluation purposes

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

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

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

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications

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

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

# 1. PART A – INVITATION OF BID

## SBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION:					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B – TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

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

## 2. SBD 4 - BIDDER'S DISCLOSUR

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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



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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

---

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

(ATTACH HERE)

#### **4. VALID CERTIFICATES OF A TENDERER**

(ATTACH HERE)

## 5. RESOLUTION FOR SIGNATORY

### A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

### WITNESSES:

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

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

## 6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

<p>This Returnable Schedule is to be completed by joint ventures.</p> <p>We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  . . . . ., authorised signatory of the company . . . . .  . . . . ., acting in the capacity of lead partner, to sign all documents in  connection with the tender offer and any contract resulting from it on our behalf.</p>		
<b>PROJECT TITLE</b>		
<b>SCMU NUMBER</b>		
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....

## 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 borehole water infrastructure which includes reservoirs, pump stations and water treatment plants as a main contractor for municipalities and other organs of state.

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

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. The description should be presented in tabular form with the following headings and appended to this page

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

**Note: Signed completion certificate 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:

Completion certificate for completed project: The construction or installation of new municipal water infrastructure which includes siting, drilling and equipping boreholes, reservoirs, pump stations and water treatment plants. This experience must only relate to instance where the tenderer acted as the main contractor.

**10 points**

- e) Less than 3 projects = 0 points
- f) 3 projects = 5 points
- g) 4 projects = 7 points
- h) 5 or more projects = 10 points

2. Highest value (Total Project Value) of a single completed 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 4 Million = 5 Points
- c) R 4 Million to below R 5 Million = 7 Points
- d) R 5 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.

The scoring of the experience of key person staff will be as follows

<b>Key Personnel</b>	<b>= 55 Total Points</b>
<b>3. Contracts Manager</b>	<b>= (15 points)</b>
<b>1.2. Experience</b>	<b>= 5 points</b>
e) Below 5 years	= 0 points
f) 5 to below 7 years	= 3 points
g) 7 to below 10 years	= 4 points
h) 10 years and above	= 5 points
<b>3.2. Qualifications</b>	<b>= 10 points</b>
c) Degree or B Tech in Civil Eng/Construction Management	= 7 points
d) Honours Degree or above in Civil Eng/Construction Management	= 10 points
<b>4. Civil Engineer</b>	<b>= (15 points)</b>
<b>5.3. Experience</b>	<b>= 5 points</b>
e) Below 3 years	= 0 points
f) 3 to below 6 years	= 3 points
g) 6 to below 10 years	= 4 points
h) 10 years and above	= 5 points
<b>Qualifications</b>	<b>= 10 points</b>
c) Degree or B Tech in Civil Eng/Construction Management	= 7 points
d) Honours Degree or above in Civil Eng/Construction Management	= 10 points
<b>6. Geohydrologist</b>	<b>= (10 points)</b>
<b>3.1 Experience</b>	<b>= 5 points</b>
e) Below 5 years	= 0 points
f) 5 to below 7 years	= 3 points
g) 7 to below 10 years	= 4 points
h) 10 years and above	= 5 points
<b>Qualifications</b>	<b>= 5 points</b>
c) Bachelors degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	= 4 points
d) Honours degree or above in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	= 5 points
<b>7. Site Agent</b>	<b>= (5 points)</b>
<b>7.1. Experience</b>	<b>= 2 points</b>
d) Below 5 years	= 0 points
e) 5 to below 8 years	= 1 point
f) 8 years and above	= 2 points
<b>7.2. Qualification</b>	<b>= 3 points</b>
c) Diploma in Civil Engineering	= 2 points
d) Degree or B Tech or above in Civil Engineering	= 3 points
<b>8. Foreman/Supervisor</b>	<b>= (5 points)</b>



<b>Key Personnel</b>	<b>= 55 Total Points</b>
<b>8.1. Experience</b>	<b>= 2 points</b>
d) Below 5 years	= 0 points
e) 5 to below 8 years	= 1 point
f) 8 years and above	= 2 points
<b>8.2. Qualification</b>	<b>= 3 points</b>
c) N6 certificate in civil engineering	= 2 points
d) Diploma in or above Civil Engineering	= 3 points
<b>9. Health and Safety Officer</b>	<b>= (5 points)</b>
<b>9.1. Experience</b>	<b>= 2 points</b>
d) 5 to below 7 years	= 0 points
e) 7 to below 10 years	= 1 point
f) 10 years and above	= 2 points
<b>9.2. Qualification</b>	<b>= 3 points</b>
c) SAMTRAC or Equivalent	= 1 point
d) Diploma/degree or above 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	_____
Enterprise name		_____	

## 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)			
Light Bakkie (1 ton) min (1 required) (1points)			
Tipper (6m <sup>3</sup> minimum). (1 required) (2 points)			
Pedestrian roller. (1 required) (2 points)			
Borehole drilling Rig (1 required) (3 points)			
Total scored			

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.

## 12. 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. Understanding 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)
Understanding of the 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 including the labour construction methods and state the number of work opportunities to be created (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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Enterprise name*

\_\_\_\_\_



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: **MISA/SDE/MLM/FS/010/2023/24**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY.**

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## The Contract

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Based on

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



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: **MISA/SDE/MLM/FS/010/2023/24**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY.**

#### **b. 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)

Ms Pati Kgomo

Capacity

Acting 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.

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING  
DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF  
THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-  
TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN  
MATJHABENG LOCAL MUNICIPALITY**

**C1.2 CONTRACT DATA**

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

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

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

Clause	Data
<b>1 General</b>	
10.1	<p><i>The Employer is</i> Municipal Infrastructure Support Agency</p> <p><i>Physical Address:</i> Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p><i>Postal Address:</i> Private Bag X105, Centurion 0046</p> <p><i>Telephone:</i> 012 848 5300</p>
10.1	<i>The Project Manager is: <b>Mr George Joma</b></i>
10.1	<i>The Supervisor is <b>Mr Letshego Sehume:</b></i>
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The <i>works</i> are the APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY.
11.2 (14)	<p>The following matters will be included in the Risk Register</p> <p><b>None</b></p>
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

Clause	Data
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 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 (maximum)</b> .
31	The <i>Contractor</i> submits programme within <b>14 days</b> after appointment with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> .
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 of the works.
<b>5</b>	<b>Payment</b>
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.
<b>6</b>	<b>Compensation events</b>

Clause	Data
60.1 (13)	The place where the weather is to be recorded is Ventersburg/ Mmamahabane in Matjhabeng Local 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> .
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 Consultant deems desirable in addition	Till the end of the <i>completion date</i> .
Professional Indemnity Insurance (Professional Civil Engineering Services)	<b>R5 million</b> without limit to the number of claims	Till the end of the <i>completion date</i> .

Clause	Data
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>9</b>	<b>Termination</b> There is no Contract Data required for this section of the conditions of contract.
<b>10</b>	<b>Data for main Option clause</b>
<b>F</b>	<b>Priced Contract with Bill of Quantities</b>
<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>
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>
<b>Z</b>	<b><i>Additional Conditions of Contract</i></b> The <i>additional conditions of contract</i> are
<b>Z1</b>	<b>Selection and appointment of the <i>Adjudicator</i></b>

Clause	Data						
	<p>A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <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.</p>						
Z2	<p><b>Tax invoices</b></p> <p><b>The Contractor's invoice.</b></p> <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>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.</p>						
Z3	<p><b>Acts or omissions by mandatories</b></p> <p>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).</p>						
Z4	<p><b>Subcontractors</b></p> <p>The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.</p>						
Z5	<p><b>Guarantee</b></p> <p>The maximum guaranteed sum is equal to <b>10</b> % of the total of the Prices and reduces to the following diminishing amounts:</p> <table border="1"> <tr> <th>Guarantor's liability expressed as a percentage of the total of Prices</th><th>Period of liability</th></tr> <tr> <td>Maximum guaranteed sum of 10 %</td><td>From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds <b>50</b> % of the total of Prices</td></tr> <tr> <td>Reducing to the guaranteed sum of <b>6</b> %</td><td>From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i></td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds <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>
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability						
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds <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>						

Clause	Data	
	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>_____ 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>_____ Post Code: _____</p> <p>Postal Address: _____ Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p>

---

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

---

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

---

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

---

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

---

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

---

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

---



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: MISA/SDE/MLM/FS/010/2023/24

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL 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:

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

- 1.5 Thereafter this demand guarantee shall lapse.

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

- 3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on

account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.

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

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

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

Signed 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/SDE/MLM/FS/010/2023/24

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL 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.
- 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
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The 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 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.
- 9 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.
- 10 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.
- 11 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.
- 12 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

- 13 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	LI	Description	Unit	Qty	Unit Price	Total
<b>1</b>		<b>Preliminary and General</b>				
1.1		Fixed charge preliminary & generals: to include contract works insurance, public liability insurances, contractual securities and compliance to all legislative and regulations applicable to construction works of this nature. Amount also to cover site establishment, ablution, contractor's offices, storage, site security facilities, communication and all other relevant arrangements. Site de-establishment and cleaning of site after works completion also to be included	sum	1		
1.2		Preliminary & Generals relating to time-related items for 6 months of the contract duration, to include Cost for Employment of CLO for the duration of the Contract (R5, 000 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 time-related costs the due completion of the works.	Sum	1		
<b>2</b>		<b>Hydrogeological Investigation and Drilling</b>				
2.1		Hydrogeological Investigations- Conduct site assessments and geophysical surveys in the targeted areas (Radius of 3km around Mmamahabane). Prepare geophysical report indicating all potential groundwater sources including information of existing boreholes in the area. The report must recommend at least six positions for potential borehole drilling.	Sum	1		

No	LI	Description	Unit	Qty	Unit Price	Total
2.2		Site and drill 6 boreholes (if the first 2 comply to standards there is no need to drill and site the remaining 4) for the purpose of equipping 2 best production boreholes. Cost to include borehole yield testing, sampling and water quality testing, steel borehole casing of 165mm minimum diameter, mobilization of drilling equipment from site to site, step drawdown tests, constant discharge test, data recording and compilation of a detailed borehole drilling report. Drilling depths will be as guided in the scope of work and specifications	Sum	1		
<b>3</b>		<b>Design of borehole system</b>				
3.1		Topographical and geotechnical survey (Provisional)	Sum	1		
3.2		Design and provide documentation for the suitable borehole submissible pumps for the two production boreholes including solar panels and the complete solar powered electrical system, battery storage, controllers, inverters and all necessary accessories. Design work to include also the fabrication design for the steel tank stand of minimum 4m high capable of carrying up to 20 tonnes live load (design to cater for wind loadings and site soil conditions). Complete layout design for pipework, fittings and standpipes to be provided in detail. Cost should also include production of the As-built drawings, Close out report and O&M manuals after completion of construction.	Sum	1		
<b>4</b>		<b>Borehole Equipping and Associated Works</b>				
4.1		Supply all pumps, instruments and accessories and equip 2 production boreholes that have a sustainable yield of not less than 0.5l/s and as approved by the Employer. Cost to include supply and installation of all required borehole pipes, fittings, borehole caps, valves, and water meters. Sum tendered to be for the two production boreholes.	Sum	1		

No	LI	Description	Unit	Qty	Unit Price	Total
4.2.1		Supply and Install suitable <b>Solar</b> (PV panels) Kit with Battery Storage and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. (incl. wheels and handle). Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, and all accessories. Rate to be per borehole site.	No.	2		
4.2.2		<b>Conventional electricity supply</b> from Eskom/Matjhabeng LM and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, overhead cable and all accessories. Rate to be per borehole site.	No.	2		
4.3		Supply all high-grade steel and necessary accessories and construct tank stand as per design completed under 3.2. All steel members to be treated with min. 2 x coats red oxide and 2 x coats of epoxy enamel paint. Cost to also include supply of all materials for the construction of reinforced concrete footings (30 MPa) including all rebar and shuttering where required.	No.	2		
4.4		Supply and installation of <del>1000</del> or similar approved prefabricated and rotary-moulded polyethylene tanks of 10 000 litres capacity including all required mounting accessories.	No.	4		
<b>5</b>		<b>Borehole Housing Unit</b>				
<b>5.1</b>		Supply all materials and construct a 2.5m x 2.5m borehole housing unit. The structure to be of standard clay bricks, with IBR roof sheet overlain by 100mm thick concrete slab (25Mpa), including concrete floor (25Mpa) reinforced with mesh Ref. S193 and with standard steel frame and door complete with steel butler, locks and keys set. 2 x Breezer Openings of 300 x 900mm on opposite walls complete with steel framed flatex and securing accessories.	No.	2		

No	LI	Description	Unit	Qty	Unit Price	Total
5.2		Supply all materials and construct a 10m x 10m by 2m high fence or similar approved with a 1m wide lockable pedestrian gate for the 2 housing units.	Sum	1		
6		<b>Supply and Construction of Pipelines</b>				
6.1		Excavate 500mm wide trenches including backfill, compaction and disposal of unsuitable material. Rate to include all shoring of trenches for depth 1-1,5m where directed by the Employers Representative.				
6.1.1	LI	Ordinary soft material	m	3000		
6.1.2		Intermediate	m <sup>3</sup>	200		
6.1.3		Hard Rock	m <sup>3</sup>	50		
6.2	LI	Supply and Construct 75 - 90mm diameter class 10 HDPE pipes including all joining, fitting accessories, testing and disinfection.	m	3000		
6.3		Supply and install all valves and fittings as follows;				
6.3.1	LI	75mm/90mm Isolation valves	No.	2		
6.3.2	LI	75mm/90mm Non-return valves	No.	2		
6.3.3	LI	75mm/90mm Air-release valves	No.	2		
6.4.1		Supply all materials and construct Class C pipe bedding (500mm wide trench)	m	3000		
6.4.2		Supply all materials and construct Class C pipe blanket (500mm wide trench)	m	3000		
6.5	LI	Supply all materials and construct brick valve chamber (1.5 x 1.5m) complete with concrete floor and cover slab (25MPa) including all required reinforcement.	No.	2		
6.6	LI	Supply all materials and install 20mm galvanised iron standpipes complete with brass taps (2 x taps per standpipe), fittings, 20MPa concrete pedestal and steel anchoring rod.	No.	4		
7		<b>Water Treatment and disinfection package plant</b>				
7.1.1		Supply, install and commission a water purification package plant. The package plant should dose chlorine to the storage tank, a dual filter comprising of filter-sand and granular activated carbon (GAC), a reverse osmosis system with 2 x 1 micron sediment filters to remove turbidity to < 1 NTU. The system must employ a membrane with pores of 0,0001 micron. The supplier should take into account the borehole water quality test results when recommending a purification package plant.	Sum	1		



No	LI	Description	Unit	Qty	Unit Price	Total
7.1.2		Supply and Install suitable <b>Solar</b> (PV panels) Kit with Battery Storage and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. (incl. wheels and handle). Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, and all accessories	No.	1		
7.1.3		<b>Conventional electricity supply</b> from Eskom/Matjhabeng LM and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, overhead lines and all accessories.	No.	1		
7.2		Supply all materials and construct a 20m x 20m by 2m high ClearVu fence or similar approved with a 1m wide lockable pedestrian gate for package plant	Sum	1		
<b>8</b>		<b>Sub-Total</b>				
<b>9</b>		Add 15% VAT				
<b>10</b>		<b>TOTAL</b>				

Signed

Date

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\_\_\_\_\_

Name

Position

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\_\_\_\_\_

*Enterprise name*

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## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

### **Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/SDE/MLM/FS/010/2023/24**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN VENTERSBURG/ MAMAHABANE IN MATJHABENG LOCAL MUNICIPALITY**

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

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

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

#### **3.1.1 Employer's Objectives**

MISA's objective is to appoint a management contractor to provide services of borehole sitting, drilling, design, equipping two production boreholes, construction of elevated storage and pretreatment facility in Ventersburg/ Mmamahabane in Matjhabeng Local Municipality in Lejweleputswa District in the Free State Province.

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 report required on the project.

#### **3.1.2 Background**

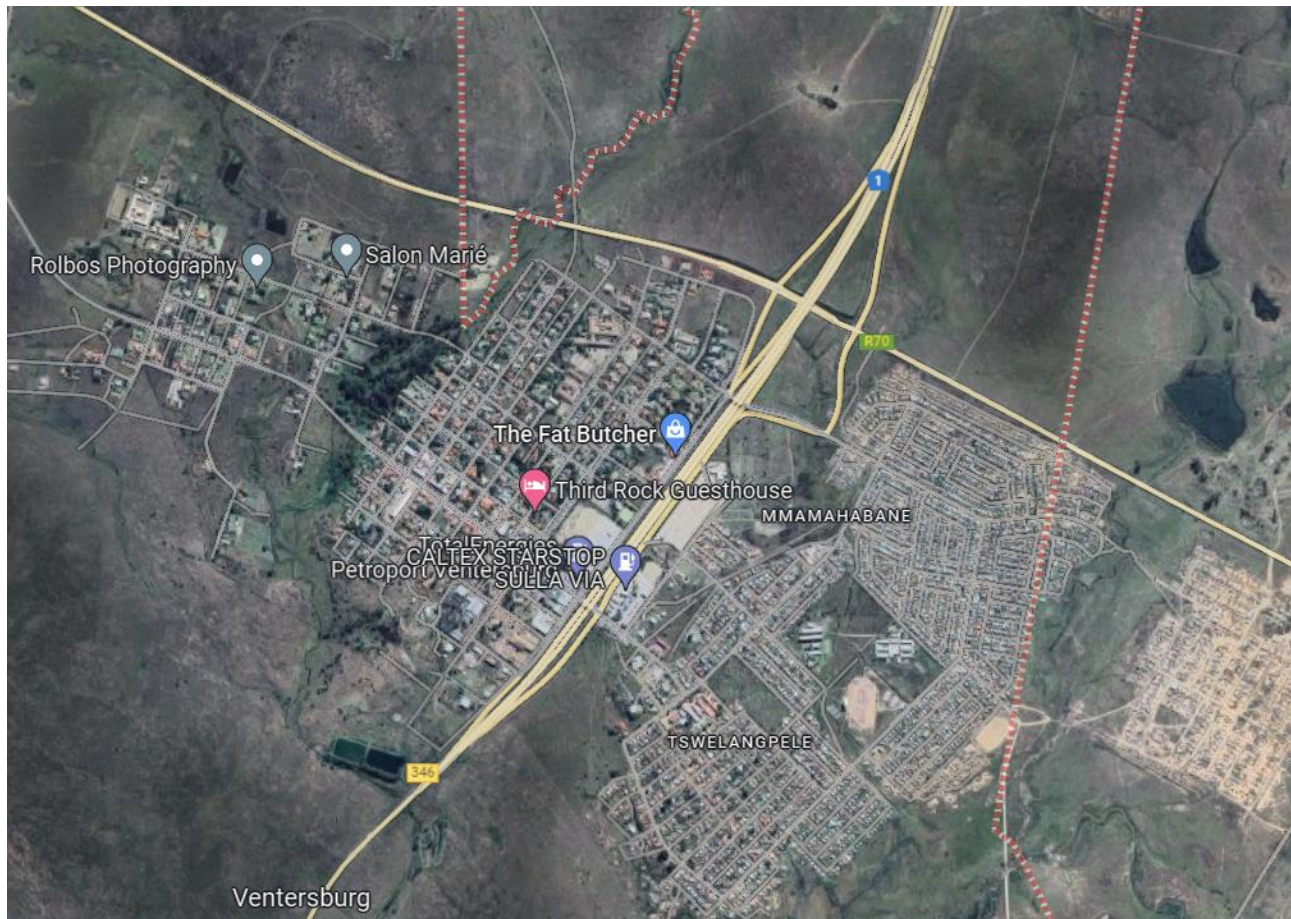
Matjhabeng Local Municipality is a Category B municipality situated in the Lejweleputswa District in the Free State. It is bound by Nala to the north, Masilonyana to the south, Tswelopele to the east and Moqhaka to the west. It is one of five municipalities in the district. Matjhabeng represents the hub of mining activity in the Free State Province.

Matjhabeng local Municipality is a water services authority in terms of the Water Services Act, No: 108 of 1997. Bloem Water is the water services provider in terms of the same Act. The Municipality has serious water and sanitation challenges due to deferred renewal of infrastructure. One of the Municipality's areas with serious water supply challenges is Ventersburg/ Mmamahabane which is located approximately 160km north-east of Bloemfontein along the N1 and is supplied with potable water by Bloem Water. The area has a total estimated population of 9110 people and about 2679 households (Census 2011). The water is transferred via a pipeline from the Koppie Alleen Reservoir in Riebeeckstad. The water is abstracted from the Vaal River in Balkfontein and from the Sand River in Virginia. The current conventional water supply system in place has capacity constraints, pumping shortcomings and other technical and administrative issues that are affecting provision of reliable supply to the Ventersburg and Henneman region. The project to upgrade this bulk water pipeline has not yet commenced as there are still funding arrangements still be finalized by the key stakeholders including the Department of Water and Sanitation.

However, the need of water is ever present and the communities in this area have grown impatient and have so far this year (2023) embarked on several protests with blockages and damages to the nearby N1 Highway. MISA has engaged with the municipality together with the relevant sector departments to seek ways to address this challenge. The Municipality has since made a request to MISA for funding of a borehole development project in Mmamahabane to provide at least some relief and augmentation of the existing water supply system in the short term. This project is therefore aimed to provide the affected community with alternative water supply and to augment the current efforts that the Municipality is doing to development groundwater supply in the area.

### 3.1.3 Location of proposed project

The figure below shows the location of the project site.



### 3.1.4 Overview of the Works

The overview of the works entails supply of potable borehole water to Venterburg/ Mmamahabane area with an estimated 2679 households. Development of boreholes will target two production boreholes connected to elevated water storage tanks, and depending with water quality, a pre-treatment package plant to ensure the supplied water quality complies with SANS 241 (2015) standards. The project duration is estimated not to **exceed 6 months**.

### 3.1.5 Extent of the works and services

The extent of works will comprise of the following elements;

- Desktop study and exploration of the groundwater sources in the areas of Venterburg and Mmamahabane
- Geophysical surveying for exploration drilling;
- Drilling of two (2) production boreholes according but not limited to the DWS minimum standards and guidelines;
- Aquifer pumping tests of successfully drilled boreholes according but not limited to the DWS minimum standards guidelines;
- Hydro-chemical sampling of the tested boreholes to determine the water quality status;

- Designing of the full borehole water supply scheme with two production boreholes depending on the final positions, depth and water quality determined. The scope will cover borehole pump sizing, borehole housing units, elevated storage tanks on steel stands, groundwater pre-treatment packages (where required), solar power kits and interconnecting pipelines up to communal standpipe service level. Work to include compilation of design reports, drawings, specifications and cost estimates for approval by the Employer.
- Issuing of borehole management recommendations and boreholes investigation report;
- Equipping of 2 production boreholes (Those with the best yields out of the possible 6 exploration boreholes) with suitable submersible borehole pumps;
- Installation of solar power operated borehole pump systems for the two boreholes. The solar kit should include battery pack, PV panels complete with all wiring, switches and necessary accessories.
- Pump houses and security fence for all borehole sites;
- Borehole commissioning for all boreholes developed
- Construction of steel tank stands including installation of approved prefabricated and rotary-moulded polyethylene tanks. At least up to 4 tanks each of 10 000 litres capacity are envisaged however the final quantity depends on the water available.
- Construction of interconnection pipelines, valve chambers and communal standpipes including disinfection of the pipelines.
- Testing and commissioning of whole borehole water supply system.
- Training of the municipal officials (End-users that will operate and maintain the system).
- Compilation of full project close out report including O&M manuals.

### **3.1.6 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**

- Geohydrological survey.
- Borehole drilling report
- Topographical Survey
- Design report, cost estimate and construction drawings;
- Production borehole development (2 boreholes):
  - Sight boreholes

- Drill 6 exploration boreholes (if the first 2 comply to standards there is no need to drill and site the remaining 4)
- Equip 2 boreholes including all borehole pipes, reaming, borehole caps and fittings
- Motor Control Centre (MCC) x 3.
- Installation of suitably sized borehole pumps
- Construction of borehole pump houses
- Security fencing x 2 sites.
- Water Testing x 6 exploration boreholes (if the first 2 comply to standards there is no need explore the remaining 4)
- Full solar kit complete with battery pack and support structures, including;
  - Anti-theft measures.
- Full conventional electricity supply by Eskom/Matjhabeng LM, including;
  - Overhead lines.
- Interconnecting pipelines up to communal standpipes, including;
  - Bulk water metering
  - 4 x standpipes
- Elevated Storage tanks (12hrs storage capacity or as determined by borehole safe yields). The tanks should be of prefabricated and rotary-moulded polyethylene tanks. The steel tank stands should be at least 4m in height capable of carrying at least 20 000 litres of water;
  - Level control
- As-built drawings, O&M Manuals and Close-out Report

## **2. Additional Deliverables**

- 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),

### 3.1.7 Legislative Requirements

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

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

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

Preliminary & Generals relating to time-related items for 6 months of the contract duration, to include Cost for Employment of CLO for the duration of the Contract (R5, 000 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 time-related costs the due completion of the works.

### 3.1.8 Design Considerations

1. 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.
2. 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 of 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).

3. The design as applicable to the tank stand should be in accordance to the following;

- SANS 10261 – 1:2011 Structural Use of Steel

- SANS 10100 -1:2000 Reinforced Concrete
4. The design as applicable to electrical works (solar power or conventional) should be in accordance to the following;
- SANS 10142-1-2 Electrical Installation Standards

### **3.1.9 BOREHOLE DEVELOPMENT METHODOLOGY AND SPECIFICATION**

Based on the proposed groundwater programme the following methodologies will be employed.

#### **1. Desk Study**

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

#### **2. Siting**

Use available and appropriate method to site the boreholes (when so agreed) to ensure that they produce adequate yield. The location of the two boreholes must be at least 30-50 m away from a potential pollution source such as on-site toilets, cattle kraals or cemeteries.

#### **3. Hydro-census**

Borehole verification within a 3 km radius of the identified community will be conducted to verify the use of groundwater in the area. Existing boreholes and springs in the defined areas will be the direction of groundwater in the area

#### **4. Geophysical Investigation**

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

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

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

#### **5. Drilling of Boreholes**



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

A total of **400m** of drilling will be accepted in order to strike water. **This can potentially be spread over three boreholes, depending on whether water has been obtained or not.** MISA together with the Contractor, will decide to stop drilling, and equip or move to the next site. No borehole should be deeper than **120m. Align with BOQ.**

The Contractor will only be paid for meters drilled and meters of casing installed in the borehole. The compulsory minimum depth of casing to be installed per borehole, shall be 30 m. Additional casing must be installed (to agreed depths) in order to mitigate the risk of collapse where unstable or sandy ground conditions are encountered.

- The development of a minimum of 2 production Boreholes shall entail hydrogeological investigations, siting, drilling of new boreholes, and test pumping the existing ones.
- MISA will inform the service provider based of yield test and water quality which boreholes to equip.
- The Borehole development shall further entail the removal of drilling fines from aquifer pores, removal of drilling foam/mud, and establishing a gravel pack filter around the borehole-aquifer interface.
- Borehole development method for use shall be determined by the hydrogeological investigations recommendations.
- The Borehole diameter shall be determined by the findings of the hydrogeological investigations and site conditions.
- The selection of a pump type and capacity shall be based on
  - Maximum required/available capacity and safe yield
  - Total pumping head
  - Maximum pumping rate feasible and
  - Type of power available.
- All Boreholes shall be identifiable by a DWS unique number and GPS coordinates.
- All Boreholes shall be registered on the National Groundwater Database managed by DWAF.

The boreholes are to be fully screened (from the water table to bedrock) with a 0.5 m sump. A fine screen (5 mm long and 0.6 mm wide) is to be used to prevent sediment entry into the borehole and fine gravel pack is to be installed in the borehole annulus around the screen. The size of the gravel pack particles should be larger than slot/screen sizes. A bentonite pellet seal is to be installed above the depth at which the water table occurs

## **6. Borehole and aquifer parameters**

The newly drilled borehole will be subjected to aquifer testing. This will be done with the aid of positive displacement pumps, and it will entail step drawdown test to determine borehole efficiencies and constant rate test to determine the aquifer parameters and yield estimates. It is anticipated that a 24 to 48-hour constant discharge tests will be done in the respective boreholes.

## **7. Step Tests**

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

rates will be measured and recorded on a time schedule as well as the actual pumping rate maintained during each step.

## **8. Constant Discharge Tests**

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

The constant discharge tests will be performed to assess the productivity of the aquifer according to its response to the abstraction of water. This response can be analyzed to provide information in regard to the hydraulic properties of the aquifer. These tests will require the boreholes to be pumped at a single pumping rate which is kept constant for the duration of the test. The pumping rates will be set at yields which will be considered to be sustainable for the duration of the tests. The drawdown in water level in the boreholes will be measured during the course of the tests and recorded against a time schedule. Should there be any boreholes within close proximity to pumped borehole, the drawdown in water level will be measured and recorded on the same time schedule as the pumped borehole. Water level measurements will be recorded during the recovery period following the end of pumping of each borehole.

## **9. Groundwater Sampling**

A groundwater sample will be collected from the tested borehole at the end of pumping test exercise in order to obtain a representative elementary volume of the aquifer.

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

## **10. Protecting Ground Water**

- I. The site conditions and layout shall determine the feasible measures to be put in place to protect the groundwater from contamination and equipment from theft and damage.
- II. The following guidelines shall be followed when determining the feasibility of protecting the borehole:
  - The pump house shall be designed so that it is easy to do repairs to the pump equipment and allows for the removal of the pipes from the borehole.
  - The perimeter fence around the borehole shall be a protected by a 10m by 10m by 2m high ClearVu fence or similar approved with one 1m pedestrian gate.
  - The perimeter fence around the treatment plant shall be a protected by not more than 20x20m by 2m high ClearVu fence or similar approved with one 1m wide pedestrian gate.
  - The design of the pump house shall be designed to provide adequate ventilation

## **11. Borehole Equipping**

### Borehole

- i. The borehole collar is to be below ground surface.
- ii. A section of steel casing with a lockable cap should be installed around the borehole collar
- iii. The borehole name is to be painted on each borehole with a stencil.

- iv. The borehole shall be fitted with a flow meter.
- v. All boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.
- vi. Boreholes shall be disinfected where the water chemical analysis recommends action.
- vii. A borehole cap shall be used to seal the borehole.
- viii. The site at each borehole is to be cleaned after completion of the borehole.

#### Submersible Pumps

Submersible borehole pumps are to be installed as per the final design determined as per Section 3.1.8. The pumps should be capable to both run on solar power as well as conventional electrical power source.

### **12. Elevated Storage**

The construction of the steel tank stands to be as per the design performed in Section 3.1.8. As a guide two tank stands are expected and each to be of minimum 4m in height and capable to carry at least 20 000 litres of water. The tank stands should be constructed of high-grade steel and all necessary accessories. All steel members to be treated with minimum of 2 x coats red oxide and 2 x coats of epoxy enamel paint. The work to also include supply of all materials for the construction of reinforced concrete footings (30 Mpa) including all rebar and shuttering where required.

The storage tanks to be of approved prefabricated and rotary-moulded polyethylene tanks each of 10 000 litres capacity including all required mounting accessories.

### **13. Electrical Power Supply**

Supply and Installation of a grid tied solar system to adequately operate the new borehole pump system per borehole and conventional electricity supply from Eskom/Matjhabeng LM. The pumping system should be powered through a grid tied solar system conventional electricity supply from Eskom/Matjhabeng LM. The sizing of the solar panel installation will also be dependent on the borehole pump size and related electrical system needs. The required electricity should be able to operate both solar and conventional electricity thereby providing electricity backup system to the plant and boreholes.

#### **3.1.10 Groundwater Purification System**

The contractor should take the yield and the quality of the borehole water, supplied from the water quality test done on the selected production borehole when recommending a purification system. In order to mitigate the threat posed by the contaminants in groundwater that exceed the limits stipulated in the SANS 241 (2015) Drinking Water Standards, a purification system is required and should be installed if so deemed depending on the water quality found. The recommended purification systems must have the following characteristics:

- A product that “doses” chlorine into the water of a holding tank, i.e the tank that the borehole feeds. Chlorine will kill living organisms such as bacteria and parasites.
- A dual filter comprising of filter-sand and granular activated carbon (GAC). The bottom strainer should be covered with gravel to ease flow. GAC will also remove organic toxic substances and odours from the water.

- A reverse osmosis system which will remove dissolved solids (salts). Suspended solids such as mud, rust and silt are removed by sediment filters. The system must have two x one-micron sediment filters to remove turbidity to <1 NTU. The system must employ a membrane to remove dissolved salts. The membrane pores must be 0.0001 micron in diameter.

### **3.1.11 Commissioning**

As a general guide the following aspects are crucial in the commissioning process for the completed borehole system;

- i. Once the borehole is completed and functional, commissioning must be done on site with representatives of the Matjhabeng Local Municipality and MISA.
- ii. The service provider must prepare a close-out report to be submitted to MISA and the local Municipality.
- iii. The service provider must provide an operational and maintenance manual for the borehole water supply assets
- iv. The service provider must provide certificates of warranty for all applicable moving parts which will include pumps.

## **C3.2 GENERAL REQUIREMENTS**

### **3.2.1 Management requirements**

- a) The Management Contractor will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Free State 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 Free State, after approval of completed works.
- b) 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.
- c) 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 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.

## **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 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.

### **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.