

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER No. MISA/MLM/L/011/2023/24

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING,
1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND
ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT
WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL
MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE**

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract – Option F: Management Contract)

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)**

TENDER No. MISA/MLM/L/011/2023/24

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SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO.
BOREHOLE, TESTING, EQUIPPING AND ENERGIZING OF
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WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN
MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO
PROVINCE**

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

THE TENDER

TENDER NO. MISA/MLM/L/011/2023/24

**APPOINTMENT OF A MANAGEMENT
CONTRACTOR FOR THE SITING, DRILLING, 1 NO.
BOREHOLE, REFURBISHING 1NO. BOREHOLE,
TESTING, EQUIPPING AND ENERGIZING OF
BOREHOLES, RISING MAIN AND ELEVATED
STORAGE TANK AT WATERVAL - SECTION B
MAHONISI AND ELIM MPHENI IN MAKHADO
LOCAL MUNICIPALITY, VHEMBE DISTRICT,
LIMPOPO PROVINCE**

Tender Procedure: Open 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
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THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING
1NO. BOREHOLE, TESTING, EQUIPPING AND ENERGIZING
OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE
TANK AT WATERVAL - SECTION B MAHONISI AND ELIM
MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE
DISTRICT, LIMPOPO PROVINCE**

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Contractors for the provision of water supply to Waterval - Section B Mahonisi and Elim Mpheni in Makhado Local Municipality, Vhembe District, Limpopo Province.

Tenderers should have a CIDB contractor grading of 3CE 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 stated hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/MLM/L/011/2023/24	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND	Makhado Local Municipality Civic Centre, Cnr Krough & Erasmus Streets, Makhado	12 December 2023 11:00 am

	ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE	Compulsory Site Visit on 29 November 2023 at 10:00am	All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300
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A Compulsory Briefing Session and Site Visit will take place at the location and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet the prospective Tenderers to provide any additional details to the Contract.

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

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

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

Tenders will be evaluated based on the Preferential Procurement Policy Framework Act (PPPFA) no.5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulations, 2022.

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

Issued by:

Municipal Infrastructure Support Agent (MISA)

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300

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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS
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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 itself and the provisions of SANS 10845-3 as contained in **the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, as termed as SFU.

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

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

Clause number	Tender Data
	<p>Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: tenders@misa.gov.za</p>
3.5	The language of communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> Contractors who have a contractor grading in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work; and In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 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. 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. None of the documents with correction fluid on them will be considered. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. Attendance of a briefing meeting and site visit is compulsory.
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>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 and site visit.</p>
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.15	<p>Location of tender box: Reception area of MISA Offices</p> <p>Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046</p>

Clause number	Tender Data
	<p>Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.4	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 original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th 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 Functionality, Financial offer & Preference as explained in the CIDB'S 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 detailed as follows:</p> <p>Phase 1: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules:</p> <p>Phase 2: 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 who do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase 3: Price and preference (80/20 system)</p>

Clause number	Tender Data
	<p><u>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></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"> 1. Contractors who have a contractor grading in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work; and 2. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 3. 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. 4. 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. 5. None of the documents must contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. 6. Attendance of briefing meeting and site visit is compulsory. <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 7. The bidder must be registered on the Central Supplier Database (CSD) prior to the award 8. All tenderer's tax matters must be in order prior to the award. Bidders' tax matters will be verified through CSD. 9. 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. 10. 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 of the main tenderer having submitted an original or certified copy of his/her own B-BBEE certificate. 11. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS 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

Clause number	Tender Data
	<p>(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-BBEE Certificate verified by SANAS 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>12. 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><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <p>13. 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.</p> <p>14. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</p> <p>15. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</p> <p>16. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</p> <p>17. 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 where the conditions require them to be so.</p> <p>18. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</p> <p><u>3. PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS</u></p> <p>THE SPECIFIC GOALS TO BE USED FOR THIS BID WILL BE B-BBEE STATUS LEVEL CONTRIBUTOR WILL BE MEASURED AS FOLLOWS.</p> <p>Points for B-BBEE Status Level of Contribution (P_p)</p> <p>Maximum of 20 points are allocated for Preferential Procurement Goals. Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p>

Clause number	Tender Data																					
	<table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of point (80/20 system)</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 Contributor	Number of point (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0	
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6	6																					
7	4																					
8	2																					
Non-compliant contributor	0																					
	<p>Points for Bid Price (<i>P_s</i>)</p> <p>Maximum of 80 points are allocated to Bid Price on the following basis:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p><i>P_s</i> = Points scored for comparative price of the Bid under consideration</p> <p><i>P_t</i> = Comparative price of the Bid under consideration</p> <p><i>P_{min}</i> = Comparative price of lowest qualified Bid</p> <p>A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p> <table><tr><th>Criteria</th><th>Points</th></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table>		Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100												
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Clause number	Tender Data																				
5.11.9	A Tender scoring below <u>70 points</u> for Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.																				
	<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 quality (M_s)</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 quality (M _s)		100		
Quality criteria	Evaluation schedule	Maximum number of points																			
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Maximum possible score for quality (M _s)		100																			
5.11.9	<p>Functionality criteria broken down into sub criteria:</p> <ul style="list-style-type: none">1. Experience of the tenderer2. Experience of Key Personnel3. Plant and Equipment4. Approach Paper <p><u>Schedule 1: Experience of the tenderer (20 points)</u></p> <p>The experience of the tenderer as a company (as opposed to key staff members) in the construction or installation of new water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities and other organs of state over the last 10 years.</p> <p>The information 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>Note: Signed completion certificates should be included for each project. Only projects with completion certificates will be evaluated.</p>																				

Clause number	Tender Data																								
	<p>The scoring of the tenderer's experience will be as follows:</p> <p>1. Completion certificate for completed project: The construction or installation of new municipal water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities. This experience must only relate to instance where the tenderer acted as the main contractor. One completion certificate per project completed must be submitted.</p> <p>10 points</p> <table><tr><td>a) Less than 3 projects</td><td>=</td><td>0 points</td></tr><tr><td>b) 3 projects</td><td>=</td><td>5 points</td></tr><tr><td>c) 4 projects</td><td>=</td><td>7 points</td></tr><tr><td>d) 5 or more projects</td><td>=</td><td>10 points</td></tr></table> <p>2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1</p> <p>10 points</p> <table><tr><td>a) Below R1 Million</td><td>=</td><td>0 points</td></tr><tr><td>b) R 1 Million to below R 2 Million</td><td>=</td><td>5 Points</td></tr><tr><td>c) R 2 Million to below R 3 Million</td><td>=</td><td>7 Points</td></tr><tr><td>d) R 3 Million and above</td><td>=</td><td>10 points</td></tr></table> <p><u>Schedule 2: Experience of key personnel (55 Points)</u></p> <p>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:</p> <ol style="list-style-type: none">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. <p><u>The CV of individuals will be used for evaluation of the each of the personnel for this section.</u></p> <p>The scoring of the experience of key personal (contracts manager) staff will be as follows:</p> <ul style="list-style-type: none">• Contracts Manager = 20,• Site Agent = 15,• Foreman = 10,• H&S Officer = 10,	a) Less than 3 projects	=	0 points	b) 3 projects	=	5 points	c) 4 projects	=	7 points	d) 5 or more projects	=	10 points	a) Below R1 Million	=	0 points	b) R 1 Million to below R 2 Million	=	5 Points	c) R 2 Million to below R 3 Million	=	7 Points	d) R 3 Million and above	=	10 points
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Clause number	Tender Data
	<p>The scoring of the experience of key person (contracts manager) staff will be as follows:</p> <p>Key Personnel = (55 Total Points)</p> <p>1. Contracts Manager = (20 points)</p> <p>1.1. Experience = 10 points</p> <p>a) Below 5 years = 0 points b) 5 to below 7 years = 6 points c) 7 to below 10 years = 8 points d) 10 years and above = 10 points</p> <p>1.2. Qualifications = 10 points</p> <p>a) National Diploma in Civil Eng/Construction Management = 7 points b) B Tech in Civil Eng/Construction Management = 10 points</p> <p>2. Site Agent = (15 points)</p> <p>2.1. Experience = 6 points</p> <p>a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 6 points</p> <p>2.2. Qualification = 9 points</p> <p>a) N6 certificate in civil engineering= 8 points b) Diploma in Civil Engineering = 9 points</p> <p>3. Foreman/Supervisor = (10 points)</p> <p>3.1. Experience = 4 points</p> <p>a) Below 5 years = 0 points b) 5 to below 7 years = 2 points c) 7 to below 10 years = 4 points</p> <p>3.2. Qualification = 6 points</p> <p>a) Grade 12 Certificate = 4 points b) N6 certificate in civil engineering= 6 points</p> <p>4. Health and Safety Officer = (10 points)</p> <p>4.1. Experience = 4 points</p> <p>a) 5 to below 7 years = 0 points</p>

Clause number	Tender Data																										
	b) 7 to below 10 years = 2 points c) 10 years and above = 4 points 4.2 Qualification = 6 points a) SAMTRAC or Equivalent = 4 points b) Diploma/degree in Health and Safety = 6 points																										
	<u>Schedule 3: Plant and Equipment (10 points)</u> Points will be allocated as indicated below for plant and equipment <u>owned and / or hired</u> 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.																										
	<table border="1"> <thead> <tr> <th>Type of Equipment</th><th>Own</th><th>Hire</th><th>Total Points</th></tr> </thead> <tbody> <tr> <td>TLB – 1 required (3 points)</td><td></td><td></td><td></td></tr> <tr> <td>Tipper (10m³ minimum) – 2 required (3 points)</td><td></td><td></td><td></td></tr> <tr> <td>Bomag type pedestrian roller – 1 required (2 points)</td><td></td><td></td><td></td></tr> <tr> <td>LDV – 2 required (2 points)</td><td></td><td></td><td></td></tr> <tr> <td>Total scored</td><td></td><td></td><td></td></tr> </tbody> </table>			Type of Equipment	Own	Hire	Total Points	TLB – 1 required (3 points)				Tipper (10m³ minimum) – 2 required (3 points)				Bomag type pedestrian roller – 1 required (2 points)				LDV – 2 required (2 points)				Total scored			
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	Points for plant and equipment will only be allocated if; <ol style="list-style-type: none"> 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. 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. 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. <p>Note: No other proof of ownership will be considered</p>																										
	<u>Schedule 4: Approach Paper (15 points)</u> 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																										

Clause number	Tender Data																	
	<p>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 contain the following:</p> <p>Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);</p> <p>Executive Summary: A brief summary of the whole contents of the approach paper;</p> <p>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:</p> <ol style="list-style-type: none">1. Understating of Project Scope2. 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																	
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Clause number	Tender Data
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 4. 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; 5. 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. 6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	<p>The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.</p>
5.15	<p>The additional conditions of tender are:</p> <p>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.</p>
5.16	<p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or

Clause number	Tender Data
	<p>(d) Tender validity period has expired; or</p> <p>(e) Gross irregularities in the tender processes and/or tender documents; or</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <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;">TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total points, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal points ,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 lotsby the Employer.</p> <p>Additional Conditions</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder.</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p>

Clause number	Tender Data
	<p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>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;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</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>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the</p>

Clause number	Tender Data
	<p>knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there

Clause number	Tender Data
	<p>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) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>

TENDER NO. MISA/MLM/L/011/2023/24

**APPOINTMENT OF A MANAGEMENT
CONTRACTOR FOR THE SITING, DRILLING, 1 NO.
BOREHOLE, REFURBISHING 1NO. BOREHOLE,
TESTING, EQUIPPING AND ENERGIZING OF
BOREHOLES, RISING MAIN AND ELEVATED
STORAGE TANK AT WATERVAL - SECTION B
MAHONISI AND ELIM MPHENI IN MAKHADO
LOCAL MUNICIPALITY, VHEMBE DISTRICT,
LIMPOPO PROVINCE**

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated.

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

Failure to provide these documents (A) 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

12. Schedule 4: Approach paper

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

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

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

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

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

3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/MLM/L/011/2023/24		CLOSING DATE:	11December 2023	CLOSING TIME: 11H00
DESCRIPTION:	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Anele Ndamase				
TELEPHONE NUMBER	012 848 5300				
E-MAIL ADDRESS	tenders@misa.gov.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
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?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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, 2022, 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

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

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

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

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

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

3.

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBEE STATUS LEVEL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

ADDENDUM NO.	DATE	TITLE OR DETAILS
-----------------	------	------------------

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of bids have been taken into account in this bid.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Bidder)

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

**4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS-
A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE
CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

Date: _____ Deponent Signature: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

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

Date: _____ Deponent Signature: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

., authorised signatory of the company

. , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE		
SCMU NUMBER		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
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 water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities and other organs of state over the last **10 years**.

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

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

Note: Signed completion certificates should be included for each project. Only projects with completion certificates will be evaluated.

Description of contracts relating to the construction or installation of new municipal water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities, location and nature of the works

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 reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities. This experience must only relate to instance where the tenderer acted as the main contractor. One completion certificate per project completed must be submitted.

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 completed single project of the type of projects mentioned in item 1

10 points

- | | | | |
|----|----------------------------------|---|-----------|
| a) | Below R1 Million | = | 0 points |
| b) | R 1 Million to below R 2 Million | = | 5 Points |
| c) | R 2 Million to below R 3 Million | = | 7 Points |
| d) | R 3 Million and above | = | 10 points |

Total	20
<u>points</u>	

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 = 20, Site Agent = 15, Foreman = 10, H&S Officer = 10,
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 (contracts manager) staff will be as follows:

Key Personnel	= (55 Total Points)
1. Contracts Manager	= (20 points)
1.1. Experience	= 10 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 6 points
c) 7 to below 10 years	= 8 points
d) 10 years and above	= 10 points
1.2. Qualifications	= 10 points
a) National Diploma in Civil Eng/Construction Management	= 7 points
b) B Tech in Civil Eng/Construction Management	= 10 points
2. Site Agent	= (15 points)
2.1. Experience	= 6 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 3 points
c) 7 to below 10 years	= 6 points
2.2 Qualification	= 9 points
a) N6 certificate in civil engineering	= 8 points
b) Diploma in Civil Engineering	= 9 points
3. Foreman/Supervisor	= (10 points)
3.1. Experience	= 4 points
a) Below 5 years	= 0 points
b) 5 to below 7 years	= 2 point
c) 7 to below 10 years	= 4 points
3.2 Qualification	= 6 points
a) Grade 12 Certificate	= 4 points
b) N6 certificate in civil engineering	= 4 points
4. Health and Safety Officer	= (10 points)
4.1. Experience	= 4 points
a) 5 to below 7 years	= 0 points
b) 7 to below 10 years	= 2 points
c) 10 years and above	= 4 points
4.2 Qualification	= 6 points

Key Personnel**= (55 Total Points)**

- | | |
|--|------------|
| a) SAMTRAC or Equivalent | = 4 points |
| b) Diploma/degree in Health and Safety | = 6 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 (3 points)			
Tipper (10m ³ minimum) – 2 required (3 points)			
Bomag type pedestrian roller – 1 required (2 points)			
LDV – 2 required (2 points)			
Total scored			

Points for plant and equipment will only be allocated if;

4. **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.
5. **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.
6. **In case where the Tenderer own part of the required plant and part will be hired**, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.

Note: No other proof of ownership will be considered

9. 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:
6. Understating of Project Scope
 7. 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;
 8. Identified project implementation Risks and Risk Management proposal;
 9. Quality control mechanism to be adopted for project deliverables;
 10. Construction methods

The scoring of the approach paper will be as follows:

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

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

Signed

Date

Name

Position

Enterprise name

**C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS
REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.**

10. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

11. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

.....

.....



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/MLM/L/011/2023/24**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE

The Contract

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/MLM/L/011/2023/24**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE OFFER

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

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

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

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

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

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

Signature	Date:
_____	_____
Name	_____
Capacity	_____

For the tenderer:

(Insert name and address of
Name & organisation)
signature
of witness

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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

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

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

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

Signature

Date:

Name(s)	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.



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

TENDER No. MISA/MLM/L/011/2023/24

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR
THE SITING, DRILLING, 1 NO. BOREHOLE,
REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING
AND ENERGIZING OF BOREHOLES, RISING MAIN AND
ELEVATED STORAGE TANK AT WATERVAL - SECTION B
MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL
MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE**

C1.2 CONTRACT DATA

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

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

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

Clause	Data
1 General	
10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent <i>Physical Address:</i> Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 <i>Postal Address:</i> Private Bag X105, Centurion 0046 <i>Telephone:</i> 012 848 5300
10.1	<i>The Project Manager is: Ms Mushaisano Ramusetheli</i> As stated in the Contract Quality Criteria
10.1	<i>The Supervisor is: Ms Nyaradzo Chuma</i>

Clause	Data
	As stated in the Contract Quality Criteria
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 as per the scope of work Part C3 of this document.
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	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
2	The Parties' main responsibility
26.1	If the <i>Contractor</i> subcontracts work, he is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist who will be responsible for all engineering work as indicated under the scope of work (Qualification and proof of ECSA registration to be provided).
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.

Clause	Data
3	Time
30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
33.1	The <i>completion date</i> for the whole of the <i>services</i> is Eight (8) Calendar Months after the start date.
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is as per the approved program submitted within 14 days after appointment.
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.
32	The <i>Contractor</i> submits revised programme at intervals no longer 4 weeks
4	Testing and Defects
42	The <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is two weeks after completion of the whole of the works.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 20 th day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
6	Compensation events
60.1 (13)	The place where the weather is to be recorded is Makhado.
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm

Clause	Data												
7	Title												
70.1	No data required for this section of the <i>conditions of contract</i> .												
70.2	80% of the value of materials on site could be claimed by the contractor.												
8	Indemnity, Insurance and Liabilities												
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2												
84.2	<p><i>The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC</i></p> <table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Loss of or damage of the works, Plant and Materials</td><td>The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer</td><td>Till the end of the <i>defects date</i>.</td></tr><tr><td>Loss of or damage to Equipment</td><td>The replacement cost</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.</td><td>R5 million without limit to the number of claims</td><td>Till the end of the <i>completion date</i>.</td></tr></table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .	Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .
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> .											

Clause	Data		
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R1 million without limit to the number of claims	Till the end of the <i>completion date</i> .
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker		
86.1	The <i>Employer</i> provides no insurance cover.		
Option W1	DISPUTE RESOLUTION		
W1.2	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.2	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4	The <i>tribunal</i> is arbitration		
W1.4	<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"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 		

Clause	Data
	the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
Option X7	Delay Damages
X7	The <i>delay damages</i> for completion of the wholes of the works are R2,000.00 per day
Option X13	Performance Bond
X13	The amount of the performance bond is 10% of value of Contract
Option X16	Retention
X16	The retention percentage is 10%
Z	<i>Additional Conditions of Contract</i>
	The <i>additional conditions of contract</i> are
Z1	Selection and appointment of the <i>Adjudicator</i>
	A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.
Z2	Tax invoices
	The <i>Contractor's</i> invoice.
	Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3	Acts or omissions by mandatories

Clause	Data								
	In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).								
Z4	<p>Subcontractors</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>Guarantee</p> <p>The maximum guaranteed sum is equal to 10 % 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 50 % of the total of Prices</td></tr> <tr> <td>Reducing to the guaranteed sum of 6 %</td><td>From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i></td></tr> <tr> <td>Reducing to the guaranteed sum of 3 %</td><td>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.</td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices	Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>	Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability								
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices								
Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>								
Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.								

Clause	Data		
	<table border="1"> <tr> <td>Reducing to the guaranteed sum of 1 %</td><td>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.</td></tr> </table>	Reducing to the guaranteed sum of 1 %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.
Reducing to the guaranteed sum of 1 %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.		

Transfer of rights

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

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of 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	<i>The Contractor is</i> Name: _____ Physical Address: _____ _____ Post Code: _____ Postal Address: _____ Post Code: _____ Telephone: _____ Fax: _____ Mobile: _____ Email: _____ _____ <hr/>
11.2 (8)	The Direct fee percentage is _____ <hr/>
11.2 (8)	The subcontracted fee percentage is _____ <hr/>
11.2 (18)	The working areas are the site and _____ <hr/>
24.1	The <i>Contractor's</i> key persons are: 1 Name: _____ Position in the Project Team: _____ Responsibilities: _____ <hr/>

Qualifications:

Experience:

Physical Address:

Post Code: _____

Postal Address:

Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

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

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

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/MLM/L/011/2023/24

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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 _____ on this _____ day of _____ 20____
at _____

Guarantor:

Representative

Representative

Name (printed)

Name (printed)

Capacity

Capacity

As Witness

As Witness

Guarantor's
stamp or seal



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PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

- 1) The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2) The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
- 3) Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations
- 4) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 5) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 6) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 7) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

- 8) The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.
- 9) Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
- 10) The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- 11) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 12) Quantities for measurement and payment shall be re-measurable, this means that payment will be made for actual work done, not necessarily for quantity stated in the BoQ.
- 13) **Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
- 14) Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.
- 15) Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 16) Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.
- 17) Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive

methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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

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

Quantity : The number of units of work for each item

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

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

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

19) 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

m² = square metre

m²-pass = square metre-pass

ha = hectare

m³ = cubic metre

m³-km = cubic metre-kilometre

kW = kilowatt

kN = kilonewton

kg = kilogram

t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
R O	=	Rate Only
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.

A – PRELIMINARY AND GENERAL					
No	Description	Unit	Qty	Rate	Amount
A1.	Preliminary and General Costs				
A1.1	Preliminary & Generals: to include scheduled time-related items, scheduled fixed-charge and value related items for 8 months of the contract duration, to include Cost to allow for Employment of two CLOs and six PSC members for the duration of the Contract [R 5, 000 p.m. per CLO & Payment of PSC members for attendance of meetings for the duration of the contract (6 No members at R200 per member per meeting)], and any other required preliminary and generals to cover the two Boreholes Sites.	Sum	1		
	SUB-TOTAL 1 – Carried to summary				

B – DEVELOPMENT OF NEW BOREHOLE AT WATERVAL - SECTION B MAHONISI					
No	Description	Unit	Qty	Rate	Amount
B1.	Borehole Development				
B1.1	<p>Drill 1 No. New Production Borehole. Costs to include borehole drilling, pump testing, water quality testing, and all related valves, meters, sensors, gauges, interconnecting pipework, lightning protection and related appurtenances required for the production borehole. Cost to also include the provision and equipping of all necessary mechanical and electrical equipment.</p> <p>Cost to cover drilling and pump testing of 3 potential borehole drills per each production borehole site, in instances where dry boreholes are encountered or where the borehole sustainable yield is less than 0.5l/s.</p>	Sum	1		
B1.2	Supply, install and commission package treatment plants (Filtration Systems) with design capacity of 5m ³ /hour for the one borehole where necessary. Allow for quality testing after treatment and energizing of treatment plant	Rate Only			
B1.3	Supply and install 1 x concrete pumphouse on the borehole. Allow for fencing around the pumphouse and fencing around the elevated tank. Fences must be 1.8-metre-high anti-climb, hot-dipped galvanized welded 'diamond mesh' razor wire, topped with razor coil. The security fences must surround the entire installation. Access must be provided via a 3.0 metre lockable 'swing-gates' with a tamper proof lock and chain. A total fence length of 200 m must be allowed to cover the pumphouse and the elevated tank.	Sum	1		

B – DEVELOPMENT OF NEW BOREHOLE AT WATERVAL - SECTION B MAHONISI					
No	Description	Unit	Qty	Rate	Amount
B1.4	Provision of 3 hard copies of O&M Manual and training of the borehole operators	Sum	1		
B2.	Electrical Supply				
B2.1	ESKOM Electricity supply and connections to the borehole. Electricity line estimated at 700m to supply the borehole through an existing transformer.	Sum	1		
B2.2	Allow for supply, installation, and commissioning of Solar Panels where ESKOM connection is not feasible or where ESKOM connections will prolong the project beyond the construction completion date. Solar system installation to be theft-proof and vandal-proof	Sum	1		
B3.	Supply, Install Elevated Tank				
B3.1	Design, supply and install 1 x 10KL elevated Jojo tank and related appurtenances. Tank to be installed on steel stand with height of up to 10m at Mahonisi	Sum	1		
B4.	Pipework				
B4.1	Reticulation network: Allow for 75mm Ø uPVC (pipe class to range from 9 to 12 – which will be verified during design) pipe network with trench depth of 1,000mm and 2 communal standpipes. Rate to include excavation, supply, handle, lay and bed (class C bedding) complete with installation of fittings, pressure testing, disinfection, and commissioning at Mahonisi. Allow pipe length of up to 1,000m.	Sum	1		

B – DEVELOPMENT OF NEW BOREHOLE AT WATERVAL - SECTION B MAHONISI

No	Description	Unit	Qty	Rate	Amount
B4.2	Connection to existing pipeline: Allow for 75mm Ø uPVC (pipe class to range from 9 to 12 – which will be verified during site investigations) pipe with trench depth of 1,000mm. Rate to include excavation, supply, handle, lay and bed (class C bedding) complete with installation of fittings, pressure testing and disinfection. Rate to also include exposing of existing line to establish connection point, connection to the existing pipeline and commissioning. Allow pipe length of up to 200m to enable connection to existing pipeline.				
	SUB-TOTAL 2 – Carried to summary				

C – REFURBISHMENT OF EXISTING BOREHOLE AT ELIM MPHENI

No	Description	Unit	Qty	Rate	Amount
C1.	Borehole Refurbishment				
C1.1	Assessment and Refurbishment of 1 No. existing borehole. Costs to include pump testing, water quality testing, cleaning, flashing and all related valves, meters, sensors, gauges, interconnecting pipework, lightning protection and related appurtenances required for the production borehole. Cost to also include the provision and equipping of all necessary mechanical and electrical equipment.	Sum	1		
C1.2	Supply, install and commission package treatment plants (Filtration Systems) with design capacity of 5m ³ /hour for the one borehole where necessary.	Rate Only			

C – REFURBISHMENT OF EXISTING BOREHOLE AT ELIM MPHENI					
No	Description	Unit	Qty	Rate	Amount
	Allow for quality testing after treatment and energizing of treatment plants				
C1.3	Supply and install 1 x concrete pumphouse on the borehole. Allow for fencing around the pumphouse. Fences must be 1.8-metre-high anti-climb, hot-dipped galvanized welded 'diamond mesh' razor wire, topped with razor coil. The security fences must surround the entire installation. Access must be provided via a 3.0 metre lockable 'swing-gates' with a tamper proof lock and chain. A total fence length of 200 m must be allowed to cover the pumphouse.	Sum	1		
C1.4	Provision of 3 hard copies of O&M Manual and training of the borehole operators	Sum	1		
C2.	Electrical Supply				
C2.1	ESKOM Electricity supply and connections the borehole. Electricity line estimated at 100m to supply the borehole through an existing transformer.	Sum	1		
C2.2	Allow for supply, installation, and commissioning of Solar Panels where ESKOM connection is not feasible or where ESKOM connections will prolong the project beyond the construction completion date. Solar system installation to be theft-proof and vandal-proof	Sum	1		
C3.	Pipework				
C3.1	Connection to existing pipeline: Allow for 75mm Ø uPVC (pipe class to range from 9 to 12 – which will be verified during design) pipe with trench depth of 1,000mm. Rate to include excavation, supply,	Sum	1		

C – REFURBISHMENT OF EXISTING BOREHOLE AT ELIM MPHENI					
No	Description	Unit	Qty	Rate	Amount
	handle, lay and bed (class C bedding) complete with installation of fittings, pressure testing and disinfection. Rate to also include: exposing of existing line to establish connection point, connection to the existing pipeline and commissioning. Allow pipe length of up to 50m to enable connection to existing pipeline.				
	SUB-TOTAL 3 – Carried to summary				

D – PROFESSIONAL SERVICES FOR WATERVAL SECTION B MAHONISI AND ELIM MPHENI					
No	Description	Unit	Qty	Rate	Amount
D1.	Professional Engineering Fees				
D1.1	Professional Engineering Fees to include Assessments to verify scope, design to be presented through design report, BoQ, specifications, drawings, construction monitoring, project management, scheduling and chairing meetings, reporting & closeout, Including ISD & Disbursements for the entire Supply and Construction scope of work for the 2 x production boreholes at Waterval Section B Mahonisi and Elim Mpheni	Sum	1		
D2.	Other Costs				
D2.1	Hydrogeological Investigations – cost to include, inter alia, feasibility assessments, siting of 1 x production borehole site up to a limiting no. of 3 trials at Waterval Section B Mahonisi.	Sum	1		

D – PROFESSIONAL SERVICES FOR WATERVAL SECTION B MAHONISI AND ELIM MPHENI					
No	Description	Unit	Qty	Rate	Amount
D2.2	Registration of 2 x boreholes as per DWS standards				
D2.3	Topographical Surveys, Construction and As-built Drawings for the two sites	Sum	1		
D2.4	Geotechnical Investigation and materials testing associated with the drilling and equipping of boreholes, laying of pipes and installations of 10KL Jojo tank	Sum	1		
	SUB-TOTAL 4 – Carried to summary				

E – DECOMMISSIONING WORKS FROM PREVIOUS CONTRACT					
No	Description	Unit	Qty	Rate	Amount
E1.	Decommissioning works from previous contract				
E1.1	Allow for decommissioning of 1 borehole drilled at Watervaal - Section B Mahonisi.	Sum	1		
E1.2	Allow for excavation and removal of existing 40mm diameter HDPE pipe, backfilling and reinstating the site to acceptable safety and aesthetics levels, along the pipeline route and any other structures that are affected Watervaal - Section B Mahonisi and Elim Mpheni.	m	500		
	SUB-TOTAL 5 – Carried to summary				

SUMMARY		
No	Description	Amount
A	Preliminary and General	
B	Development of New Borehole at Waterval Section B Mahonisi	
C	Refurbishment of Existing Borehole at Elim Mpheni	
D	Professional Services for Waterval Section B Mahonisi and Elim Mpheni	
E	Decommissioning Works From Previous Contract	
	SUB-TOTAL	
	15% VAT	
	TOTAL (To be carried to form of Tender)	

Signed

Date

Name

Position

Enterprise name



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/MLM/L/011/2023/24**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE SITING, DRILLING, 1 NO. BOREHOLE, REFURBISHING 1NO. BOREHOLE, TESTING, EQUIPPING AND ENERGIZING OF BOREHOLES, RISING MAIN AND ELEVATED STORAGE TANK AT WATERVAL - SECTION B MAHONISI AND ELIM MPHENI IN MAKHADO LOCAL MUNICIPALITY, VHEMBE DISTRICT, LIMPOPO PROVINCE

PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

1 EMPLOYERS' OBJECTIVES

MISA's objective is to appoint a management contractor, the siting and drilling of 1 borehole, assessment and refurbishment of 1 No. borehole. Testing, Equipping and Energizing, Rising Main, Reticulation and Elevated Storage Tank will be provided for the 2 boreholes which are located at Waterval - Section B Mahonisi and Elim Mpheni in Makhado Local Municipality, Vhembe District, Limpopo 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, required for implementation for the provision of water supply to the affected settlements. The objective of the employer is to improve lives of Waterval - section B Mahonisi and Elim Mpheni communities within the Makhado Local Municipality by providing access to basic water supply.

2 BACKGROUND

Vhembe District Municipality with its headquarters in Thohoyandou was established in 2000 through the process of transformation of Local Government. It was established in terms of Municipal Structures Act 117 of 1998 as a demarcated sphere of governance. It is composed of four local municipalities, namely, Collins Chabane, Makhado, Musina and Thulamela. It covers 21 407 km² and has population of over 1.1 million living in 274 480 households.

Makhado Local Municipality is one of the municipalities within Vhembe District. Approximately 416 728 people currently reside within the Municipality and based on the vastness of the rural populace the municipality can be classified as predominately rural.

Vhembe District Municipality is the Water Services Authority (WSA) whilst all the Local Municipalities are Water Services Provider (WSP). WSAs are responsible for planning, implementing and operating the necessary infrastructure to provide effective, affordable and sustainable water and sanitation services to their customers. Vhembe District is a water stressed area which experiences prolonged dry periods and extreme droughts.

Due to limited resources (financial and technical) the Municipality is struggling to adequately operate and maintain its water and sanitation infrastructure. Vhembe District Municipality experiences serious water shortages in some of its towns because they do not get sufficient water from both underground and surface water sources. In some cases, strategic projects for bulk supply are delayed, existing boreholes have dried up, there are illegal connections affecting downstream supply, there are burst pipes due to aged infrastructure and sometimes the communities are growing at a faster pace than the WSA can provide water. It is therefore in this regard that this project is part of the funding to equip and connect new drilled boreholes and refurbishment of existing ones, in order to augment water supply to various communities within Makhado Local Municipality.

In November of 2021, a Contractor was appointed for the implementation of the water projects at Waterval Section B Mahonisi and Elim Mpheni. The project was scheduled to be completed in July 2022, but this could not be achieved. The Contract was amicably terminated by both parties, at a stage where the two communities were still without water, hence MISA are looking at appointing a replacement project management contractor to implement the work.

3 MISA INVOLVEMENT

MISA was requested to provide an intervention and provide water in the area with no access to water in villages under Makhado Local Municipality in Vhembe District Municipality, Limpopo Province. The project entails:

- Waterval Section B – Mahonisi
 - Drilling of 1 new borehole: Siting, drilling, testing for yield and quality, equipping, and energizing. Rising main, Elevated storage 10 KL Static water tank, 2 x standpipes and connecting to existing municipal line.
 - Pumphouse and fencing
 - Decommissioning of borehole drilled in the road reserve under the previous contract.
 - Decommissioning of pipework incorrectly installed under previous contract and reinstating the area to acceptable safety and aesthetic standards.
- Elim Mpheni
 - Assessment and Refurbishment of 1 existing borehole: testing for yield and quality, equipping, and energizing and connecting to existing rising main.
 - Pumphouse and fencing
 - Decommissioning of pipework incorrectly installed under previous contract and reinstating the area to acceptable safety and aesthetic standards.

The current water supply to these communities is unreliable and not sustainable. To address the challenges, MISA has investigated the situation and identified provision of boreholes as a sustainable medium term solution to the water shortage problem, whilst the WSA is looking at long term solutions.

4 MISA AIM

The primary aim of the project is to provide the communities with water source, bulk water supply, and storage infrastructure to ensure sustainable water supply to the community. The communities are as indicated below:

Village	Coordinated		Population benefiting	Household benefiting
	South	East		
Waterval - section B Mahonisi	23.152925	30.064427	3500	875
Elim Mpheni village	23.145342	30.057478	13188	3166

5 OVERVIEW OF THE WORKS

The overview of the works is to supply potable water to communities in Makhado Local Municipality through:

- Waterval Section B – Mahonisi
 - Drilling of 1 new borehole: Siting, drilling, testing for yield and quality, equipping, and energizing (to include applications to ESKOM for connection). Rising main, Elevated storage 10 KL Static water tank, 2 x standpipes and connecting to existing municipal line.
 - Pumphouse and fencing
 - Decommissioning of borehole drilled in the road reserve under the previous contract.
 - Decommissioning of pipework incorrectly installed under previous contract and reinstating the area to acceptable safety and aesthetic standards.
- Elim Mpheni
 - Assessment and Refurbishment of 1 existing borehole: testing for yield and quality, equipping, and energizing (to include applications to ESKOM for connection) and connecting to existing rising main.
 - Pumphouse and fencing
 - Decommissioning of pipework incorrectly installed under previous contract and reinstating the area to acceptable safety and aesthetic standards.

- The scope of work also entails work to be done by the nominated Engineer.
 - Assessment of the sites to align the above scope with the actual need on the ground and developing detailed Bill of Quantities (BoQ) which is aligned to the tender BoQ.
 - All design work required to achieve the provision of water to Waterval - Section B Mahonisi and Elim Mpheni (Design reports with drawings and specifications)
 - Monitoring and supervision of any other specialist service providers involved in the project.
 - Construction monitoring and quality control on site to ensure there is no budget overrun.
 - Advising the Client on any deviations or design and specifications changes
 - Project management (Reporting, scheduling and chairing meeting, project filing and documentation)

The projects are at Waterval - Section B Mahonisi and Elim Mpheni in Makhado Local Municipality, Vhembe District, Limpopo Province

6 EXTENT OF THE WORKS

6.1 DESK STUDY

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

6.2 SITING

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

6.3 HYDRO-CENSUS

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

6.4 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.) will be used for the magnetic surveys as well as EM 34. 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.

6.5 DRILLING OF BOREHOLE

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

- a) The development of a minimum of 2 production boreholes shall entail hydrogeological investigations, siting, drilling of new boreholes, and test pumping. At least 3 limiting borehole drills, pump testing and water quality tests will be provided per site over the 2 sites.
- b) MISA will inform the service provider based on yield tests and water quality which boreholes to equip.
- c) 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.
- d) Borehole development method for use shall be determined by the hydrogeological investigation recommendations.
- e) The borehole diameter shall be determined by the findings of the hydrogeological investigations and site conditions.
- f) 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.
- g) All Boreholes shall be identifiable by a DWS unique number and GPS coordinates.
- h) All Boreholes shall be registered on the National Groundwater Database managed by DWS.
- i) 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

6.6 REFURBISHMENT OF BOREHOLE

Existing boreholes will be assessed to determine the detailed refurbishment work required and also ascertain if the boreholes are still viable enough to be equipped. Refurbishment of boreholes must include but not limited to;

- a) The refurbishment of existing boreholes shall entail hydrogeological investigations and pump tests. Pump testing and water quality tests will be provided per site. In instances where the borehole sustainable yield is less than 0.5l/s siting and redrilling of new borehole will be done, with prior approval from MISA.
- b) MISA will inform the service provider based on yield tests and water quality which boreholes to equip.
- c) 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.
- d) All Boreholes shall be identifiable by a DWS unique number and GPS coordinates.
- e) All Boreholes shall be registered on the National Groundwater Database managed by DWS.
- f) 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

6.7 BOREHOLE AND AQUIFER PARAMETERS

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

6.7.1 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.

6.7.2 Constant Discharge Tests

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

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

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

6.7.3 Groundwater Sampling

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

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

6.7.4 Protecting Ground Water

- a) 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.
- b) The following guidelines shall be followed when determining the feasibility of protecting the borehole:
 - a. Where required, a pump house shall be designed so that it is easy to do repairs to the pump equipment and allow for the removal of the pipes from the borehole.
 - b. The perimeter fence around the borehole shall be a protected by a 5m x 5m steel palisade fence perimeter.

6.8 BOREHOLES EQUIPPING

6.8.1 Borehole

The borehole collar is to be below ground surface.

- a) A section of steel casing with a lockable cap should be installed around the borehole collar
- b) The borehole name is to be painted on each borehole with a stencil.
- c) The borehole shall be fitted with a flow meter.
- d) All boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.
- e) Boreholes shall be disinfected where the water chemical analysis recommends action.
- f) A borehole cap shall be used to seal the borehole.
- g) The site at each borehole is to be cleaned after completion of the borehole.

6.8.2 Submersible pump

Submersible borehole pump complete with steel manhole cover.

The pump will be determined as per point number 6 above, under Drilling of Borehole.

6.8.3 Storage

- 10 000 litres steel tank or as suitably designed after determination of borehole safe yield

- 1 x 7.5 m high steel stand. All steel members to be designed to SANS 10162 and treated with relevant corrosion protection measures.

6.8.4 Water pipework and standpipes

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

6.8.5 Electrical Power Supply

- Connection to existing Eskom supply is the preferred option as requested by Vhembe District. Solar will be considered where it is not feasible to provide Eskom connections.
- Supply and Installation of solar panels to adequately operate borehole pump system.
- The sizing of the solar panel installation will also be dependent on the borehole pump size and related electrical system needs.

6.8.6 Securing Borehole Area

Precast concrete pumphouses will also be provided where feasible, as requested by Vhembe district

Where it is not feasible to provide concrete pumphouse, security fence meeting the specifications as discussed in bullet number 2, under point 2 of Protecting of Ground Water above and will include gates and locks, will be provided.

6.8.7 Commissioning

- a) Once the boreholes are completed and functional, commissioning must be done on site with representatives of Vhembe District and the Local Municipality and MISA.
- b) The service provider must prepare a close-out report to be submitted to MISA and the Local Municipality.
- c) The service provider must provide an operational and maintenance manual for the boreholes.
- d) The service provider must provide certificates of warranty for all applicable moving parts which will include pumps.

7 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.

The successful tenderer will be requested to deliver the following during completion of the project;

7.1 KEY DELIVERABLE

- a) Field observations and measurements;
- b) Pumping test graphs and details;
- c) Groundwater sample chemical results from accredited SANAS laboratory;
- d) Appendices containing pumping test graphs and borehole management recommendations;
- e) Borehole locality maps;
- f) Hydrogeological investigation reports and registration of production boreholes with DWS;
- g) Project Specifications, Bills of Quantities, Construction drawings, as-built drawings and social facilitation (ISD) reports;
- h) Secured fully functional boreholes equipped with storage, power supply, lightning protection, pipework and stand taps;
- i) Warranty and guarantee certificates for installed infrastructure;
- j) Health and Safety (OHSA, 2003) and Environmental Management (NEMA, 2003) related documentation and project records;
- k) Close Out Report and As-built drawings.

7.2 ADDITIONAL DELIVERABLES

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

8 LEGISLATIVE REQUIREMENTS

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

General Authorization (DWS)

- a) Environmental Impact Assessment (if required)
- b) Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- c) 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.)
- d) Furthermore, the contractor shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental Affairs.

9 DESIGN CONSIDERATIONS

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

The design parameters as prescribed by the Red Book (Guidelines for Human Settlement Planning and Design) will generally be applied throughout the design process. The proposed engineering design strategy should allow for the following design parameters:

9.1 GENERAL DESIGN CRITERIA AND PHILOSOPHY

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

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

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

9.2 WATER DEMAND & STORAGE

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

The design parameters (assumptions) are as follows;

General parameters:

- Household content = 4 persons
- Growth = 1% per annum
- Consumption rate = 40 litres/capita/day
- Peak Factor = 6

9.3 SUPPLY PIPELINES

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

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

10 LOCATION OF THE WORKS

The target areas fall under the jurisdiction of the Makhado Local Municipality. The locality of the target areas are shown in the Figure 1 below.

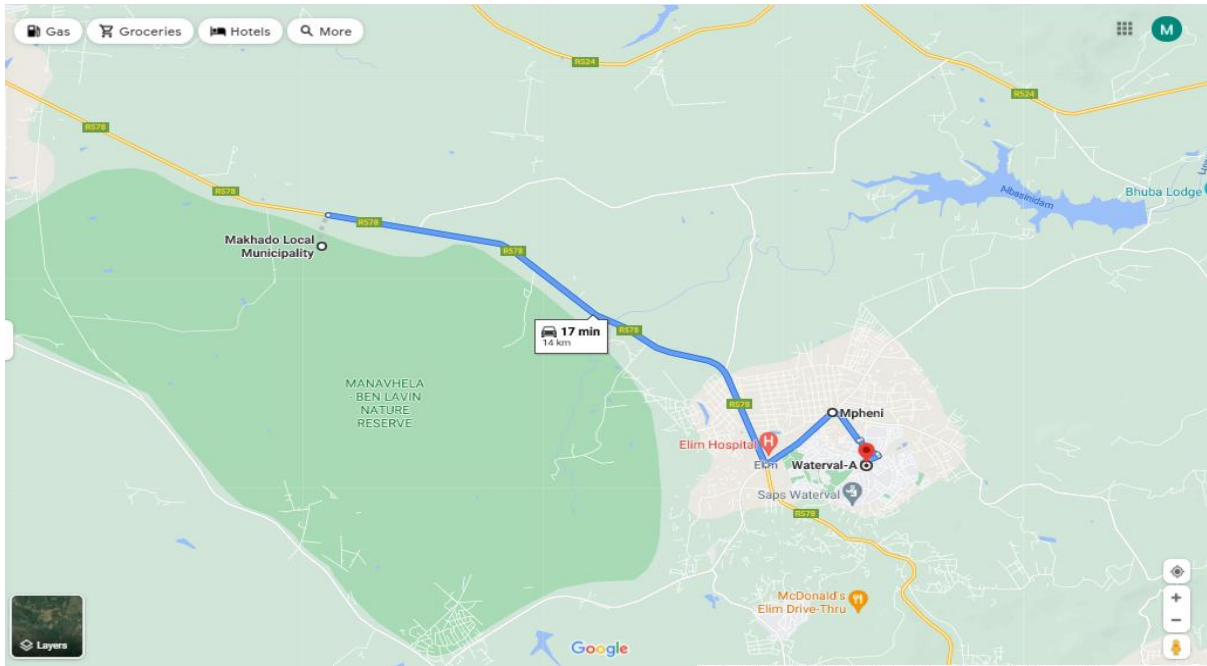


Figure 1: Settlement Locality

11 PROJECT MANAGEMENT STRUCTURES

The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for Limpopo 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 Limpopo, after approval of completed works.

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

12 TIME FRAMES

The estimated timeframe for completion of all the activities as described herein the C3: Scope of work is 8 months from the date of start of work.

13 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

14 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

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

15 MEASUREMENT AND PAYMENT

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

The P&Gs are also to include full compensation at the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4, 500 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project. Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.

16 TEMPORARY WORKS

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

17 ENGINEERING DESIGN WORK AND ACTIVITY MATRIX

Early completion of the works is of prime importance.

Programming of the Works is to be done in conjunction with the Engineer. No alterations to the programme will be allowed once the work has commenced without the written consent of the Engineer.

The Contractor's programme shall be submitted in MS Project format and in print version. The programme shall be of the critical path type and shall include details of the resources to be employed. The programme shall indicate all project dependencies whether under the direct control of the Contractor or not.

The Contractor shall update the approved programme at monthly intervals and shall if required, reflect alterations to the order of the Works ordered by the Engineer.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

18 EMPLOYER'S DESIGN

No design will be provided by the Employer.

19 DESIGN BRIEF – DRAWINGS

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

20 SUBCONTRACTING

If the Contractor 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.

21 CONSTRUCTION

Applicable SANS Standards for construction work

For this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 A :	1986	General
SANS 1200 AA:	1986	General (Small Works)
SANS 1200 AB:	1986	Engineer's Office
SANS 1200 C :	1980	Site Clearance (Amendment 1, 1982)
SANS 1200 D :	1988	Earthworks (Amendment 1, 1990)
SANS 1200 DB:	1989	Earthworks (Pipe Trenches)
SANS 1200 GA:	1982	Concrete (Small Works)
SANS 1200 HA:	1990	Structural Steelwork (Sundry Items)
SANS 1200 L:	1983	Medium-Pressure Pipelines
SANS 1200 LB:	1983	Bedding (Pipes)
SANS 1200 LF:	1983	Erf Connections (Water)

The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

22 WORKS SPECIFICATIONS

SABS 1200 A : GENERAL

Materials Quality

Materials shall bear the official mark of the appropriate standard.

Samples on which laboratory testing is required, shall be delivered free of charge to site. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

23 PLANT AND MATERIALS

PLANT

All plant should be provided as per the requirements listed in the evaluation schedule under plant and equipment

MATERIALS

All in situ pavement material shall be classified as soft material for excavation purposes.

Materials used for selected layers shall comply with the requirements of standard specification 1200 M.

24 CONSTRUCTION EQUIPMENT

All plant should be provided as per the requirements listed in the evaluation schedule under plant and equipment

25 EXISTING SERVICES

25.1 DETECTION, LOCATION, AND EXPOSURE

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "as built" drawings.

Where the Contractor is responsible for the cost of repairs carried out by the Employer or others, the costs will be recovered by means of a deduction from the Contractor's monthly payment certificate. The Employer will attend to the payment of monies due to others.

26 SITE ESTABLISHMENT

Site establishment must meet the minimum standards as per the site establishment checklist to be issued at appointment.

27 SITE USAGE

a) Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

After reinstatement, both the Contractor and the owner/occupant shall sign the form confirming that the condition of the fence is at least equivalent to its condition before dismantling.

b) Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

c) Notices, Signs, Barricades and Advertisements

Notices, signs and barricades as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

d) Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site.

28 PERMITS AND WAYLEAVES

All necessary permits and wayleave applications and approvals must be sought before commencement of construction.

29 ALTERATIONS, ADDITIONS, MODIFICATIONS TO EXISTING WORKS

Prior assessments on modification work (refurbishment of existing boreholes) must be done and approval on proposed scope granted by MISA before proceeding with the work.

30 INSPECTION OF ADJOINING PROPERTIES

Not applicable on this project.

31 WATER FOR CONSTRUCTION PURPOSES

All costs must include sourcing of water for construction purposes and must be borne by the contractor. It is envisaged that quantities required for this project will not warrant the need for a Water Use Licence.

32 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Setting out of the works is the sole responsibility of the Contractor. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and bench marks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

33 MANAGEMENT OF THE WORKS

a) Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

b) Daily Site Diary

The daily site diary in accordance with the pro forma supplied by the Engineer, shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

c) Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction

shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

d) Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

e) Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

f) Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

g) Payment Certificates

Monthly progress payment certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

h) Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavors to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer.

i) Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration.

34 HEALTH AND SAFETY

The Contractor shall manage health and safety in accordance with the latest edition of the MISA Occupational Health and Safety Specification for Construction Works Contracts. The footprint of any environmental impacts associated with drilling activities is to be kept to a minimum and the work site is to be always maintained in good order. Portable toilets are to be utilised and maintained in good order.

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

34.1 ENVIRONMENTAL MANAGEMENT PLAN

Objective of the Environmental Management Plan

The EMP has the following objectives:

- a) To state standards and guidelines that are required to be achieved in terms of environmental legislation.
- b) To set out the mitigation measures and environmental specifications which are required to be implemented for all phases of the project in order to minimise the extent of environmental impacts, to manage environmental impacts and where possible, to improve the condition of the environment.
- c) To provide guidance regarding method statements which are required to be implemented to achieve the environmental specifications.
- d) To define corrective actions which must be taken in the event of non-compliance with the specifications of this EMP.
- e) To prevent long-term or permanent environmental degradation.

34.2 ENVIRONMENTAL POLICY

The Contractor will undertake (and procure that its subcontractors undertake) the development and operation of the project in an environmentally responsible way.

To achieve this policy statement, the Contractor will include this Environmental Management Plan with all project documents that it issued to any third party who carries out all or part of the Contractor's obligations in terms of the Contract.

The Contractor will procure design and construction in an environmentally responsible way by imposing adherence to the provisions of the EMP as a contractual obligation in respect of all project documents for design, construction, operation and maintenance activities.

34.3 METHOD STATEMENT

As a result of the investigation on expected environmental issues, the following aspects need to be focused upon and actions be taken in the EMP:

- Visual
- Waste Management and Control
- Noise Management.
- Water Management
- Vegetation
- Construction impacts
- Archaeological or Graves
- Stockpiles
- Storage tank for diesel and fuel
- Rehabilitation after closure
- Environmental Monitoring and Auditing.

The Contractor must ensure and monitor the implementation of these management steps. On an overall framework, the effectiveness of all environmental management measures will have to be monitored and audited on a regular basis.

34.4 MANAGEMENT MEASURES

The environmental management measures described in this Environmental Management Plan are applicable to all sites.

The following actions need to be implemented in order to reduce or mitigate the anticipated impact on environmental conditions resulting from activities undertaken by the Contractor.

34.5 VISUAL IMPACTS

Any change in the local view through the introduction of a new development or infrastructure in the line of sight can be considered as a visual impact. The significance of the impact is influenced by the nature or “quality” of the affected landscape, the degree of change in the landscape which occurs as a result of the development, as well as the capacity of the landscape to absorb the impact. Visual impacts are usually considered most significant when the development is not of a similar nature to other developments in the area, or is readily viewed from areas of public access and view points, or in areas which are characterised by significant natural features.

34.6 MANAGEMENT MEASURES

Screening vegetation could be planted to soften/obscure the structures where practical. The choice of screening vegetation is very important. It should be consistent with the natural vegetation of the area so as to blend in with the surrounding landscape and not appear out of place. Placement should follow a irregular pattern where possible, similar to surrounding vegetation, in order to avoid a “plantation-like” or geometric appearance.

34.7 WASTE MANAGEMENT AND CONTROL

The management and proper handling of solid and liquid waste is essential. This aspect needs proper control and monitoring during the full construction period. Waste is not allowed to burn on site.

It is important to control any waste products that might be generated during normal operating activities like bitumen, fuel oil and diesel.

34.8 MANAGEMENT MEASURES

a) Solids

- Accessible waste disposal bins must be distributed over the site and it is suggested that large waste bins be put out on various places within the site.
- A skip or similar should be placed centrally at the site. All waste disposal bins should be emptied in this skip and the skip should be emptied at least on a weekly basis.
- A maintenance contract must be signed with an approved contractor and the waste must be disposed of at an approved waste site. Site personnel could consider moving the waste to the local municipal refuse site themselves if they have the means to do this.
- General hygiene conditions should be kept at the waste bins and skips throughout the period of occupation. It is recommended that the areas be disinfected on a regular basis by using JIK or granular chlorine.

b) Liquid

Liquid waste, other than sewage waste, must be collected in closed containers. Waste to be collected includes:

- Mechanical oil,
- Hydraulic fluid,
- Grease
- Used cooking oil,
- Paint and resins.

Used oil must be recycled through a recognized recycler.

c) Construction

Construction waste (wood, steel and concrete) should be collected and placed in specially designated areas on the site for removal by the contractor to the disposal site. If possible, construction waste should be made available to local people for usage.

d) Noise Management

Standards and guidelines for the control of noise, vibration and shock which are of relevance to this project are primarily controlled under the Occupational Health and Safety Act (No 85 of 1993) in terms of the workplace in industry;

e) Management Measures

- Work activities should be planned not to generate more noise than the 65dB level stipulated. Noise levels above 65dB would require mitigation measures. The Contractor shall restrict all of its operation and maintenance operations which result in undue noise disturbance to the hours of 06:00 to 18:00. Any work outside of these hours should be agreed in writing with the affected parties. If construction is to take place during the night, it should be limited to those activities generating minimum noise.
- Personnel shall equip noisy machinery with standard silencers and take care not to increase ambient noise levels unreasonably bearing in mind the construction action and the machinery required.
- Personnel working in conditions with high noise levels shall be equipped with the required safety equipment to reduce the exposure of the individual to the noise. Regular monitoring of workers conditions should be undertaken.
- Records of all noise level measurements shall be kept for the duration of any contract or operation.

f) Water Management

The construction of any structure can have a significant impact on the storm water runoff and hydrology of the surrounding area. This is usually most significant during and after rainfall and particularly after heavy rainfall. This may result in higher than normal flow volumes which could disrupt the local hydrology and runoff patterns of the area. This in turn may result in soil erosion and the swift delivery of pollutants into the drainage system.

Management Measures

- Gabions (or similar structures) or vegetated swales could be used to slow the water down in areas prone to soil erosion
- The velocity of the water must be reduced (energy dissipated) before entering the natural drainage system.

g) Vegetation

Construction of the proposed work will result in the clearing of vegetation for the pipeline routes.

Management Measures

- The clearing of vegetation should be limited to the extent of the area to be utilised for construction;
- The Euphorbia cooper trees or any other tree should be avoided as far as possible;
- Trees that need to be cleared should be either replanted or replaced.

h) Construction Impacts

Impacts associated with construction could include the following:

- Air pollution generated during the construction phase;
- Increased noise emanating from construction activity (See 2.3);
- Activities at construction camp site.

i) Air Quality

Air quality during the construction phase, is generally affected by dust generated during activities such as earth moving and by emissions from construction vehicles and equipment.

Dust generated during the construction phase results from a number of the construction activities, including earthworks, loading and offloading material, drilling and crushing operations, and dust entrained by construction vehicles on site. Wind blown dust may result

from denuded areas and earth stockpiles. Dust can temporarily reduce visibility and it is an irritant to the nose and eyes. Heavy dust loading may reduce plant growth.

Potential impacts on air quality during construction will be as a result of:

- dust generated during construction activities; and
- emissions from construction vehicles and equipment.

Management Measure

Dust should be suppressed through a watering management programme, especially during windy conditions and in the dry winter months.

j) Construction Camp Site

Management Measures

- The construction camp site must be located on a location that will ensure that minimal erosion damage takes place.
- Proper sanitation facilities must be supplied.
- If vegetation is removed or damaged, it must be properly rehabilitated.
- The use of fires for cooking should be prohibited, so as to prevent the risk of veld fires.
- The construction camp should be properly controlled with access limited to workers only.
- A proper rehabilitation plan should be in place to reinstate and landscape areas used after construction.

k) Stockpiles

Should stockpiling become necessary during any operation the areas for the stockpiling of material shall be indicated and demarcated on a site plan.

The areas chosen for stockpiling shall have no indigenous trees and shrubs present that may be damaged during operations. In determining the location of these temporary stockpile areas, cognisance must be taken of sensitive and no-go areas, and should be located within the construction site, where feasible. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of these temporary stockpiles, the Contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact.
- Constructed and maintained so as to avoid erosion of the material and contamination of the surrounding environment.
- Kept free from all alien/undesirable vegetation.

- Ensure that no excessive dust is generated from these stockpiles.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated/deposited during construction shall remain on-site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained.

l) Storage Tank

The following extract has been made from the relevant standards that are applicable to the temporary fuel storage facilities:

m) General

A bund provides containment for any loss of chemical / oil from the storage tank and associated pipe work. It should consist of a base and surrounding walls, which must be constructed of, or lined with, a material impermeable to the substance stored. Ideally, pipe work should not pass through the bund wall. However, if this is unavoidable, the material used for sealing around the pipe must be resistant to attack by the substance stored and the overall integrity of the bund should not be compromised.

n) Rainwater

Although in some areas rainwater will often evaporate from within the bund, a collection sump should be included in the base. If there is a need to remove accumulated rainwater, this should be done with a manually operated pump or by bailing from the sump. This water may be contaminated and should be disposed of with care to ensure no pollution occurs. If in doubt about this, contact your local Agency office for advice.

There must be no outlet directly connecting the bund to any drain, sewer or watercourse or discharging onto a yard or unmade ground.

o) Capacity

There are two acceptable methods for calculating bund capacity. Normally, the capacity of the bund has been calculated to give containment for 110% of the total volume for single tank and hydraulically linked tank. Where two or more tank are installed within the same bund, 110% of the largest tank or 25% of the total capacity of all tank, whichever is the greater, is used.

p) Maintenance of storage tank

Bunds, tank and pipe work should be inspected regularly for signs of damage and should be checked at least weekly. Any accumulated rainwater, oil or debris should be removed and any defects to the bund wall or lining should be repaired promptly using the appropriate technique

to ensure the bund retains its integrity. Damage to the tank or pipe work should be dealt with immediately.

q) Rehabilitation after Closure

After the completion of work the site must be rehabilitated to the following project or contract specifications. All site facilities that were utilised during construction needs to be removed and the site needs to be rehabilitated.

The site must be thoroughly cleaned up from pollutants and debris prior to decommissioning.

C3.2 GENERAL REQUIREMENTS

1 Management requirements

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

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 Design requirements

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

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

4 MANAGEMENT

4.1 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.

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

4.3 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.

4.4 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.

4.5 PROCUREMENT: PROMOTION OF SECONDARY (DEVELOPMENTAL) PROCUREMENT OBJECTIVES

The Contractor shall achieve in the execution of a Package Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment and local labour.

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.

4.6 REPORTING

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

4.7 COMMUNICATIONS

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

4.8 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.