



cooperative governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



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

TENDER NO. MISA/B/NLM/001/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT
OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED
STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN
NGWATHE LOCAL MUNICIPALITY**

PROCUREMENT DOCUMENT

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

SEPTEMBER 2024

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 Bidder:



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

TENDER NO. MISA/B/NLM/001/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE
ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT
FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY**

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| C3 | Scope of work |
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- | | |
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| C4 | Site Information |
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**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS
(CoGTA)**

THE TENDER

TENDER NO. MISA/B/NLM/001/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE REFURBISHMENT OF 2 BOREHOLES AND
INSTALLATION OF THE ASSOCIATED ELEVATED
STORAGE AND WATER PRE-TREATMENT FACILITIES
IN PARYS/TUMAHOLE IN NGWATHE LOCAL
MUNICIPALITY**

Tender Procedure:

Based on

MISA Supply Chain Management Policy dated 11 May 2023

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

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

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

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

Contract Documents

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
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**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE
ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT
FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL
MUNICIPALITY**

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Contractors the for the **"APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES OR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY"**

Bidders 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 hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT:	TENDER CLOSING DATE & TIME
MISA/B/NLM/001/2024/25	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES OR THE SITING DRILLING, EQUIPPING OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY	Ngwathe Local Municipality Technical Services, Commando Building, Luyt Street, PARYS, Free State Compulsory Site Visit Briefing date: 11 September 2024 Briefing Time :10:00am	27 September 2024 11.00 AM All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046

			TEL: 012 484 5300
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Compulsory briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Bidders to provide details of the Contract.

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

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

Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
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**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE
ASSOCIATED ELEVATED STORAGE AND WATER PRE-
TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE
LOCAL MUNICIPALITY**

T1.2 TENDER DATA

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

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

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

Clause number	Tender Data
3.1	The employer is the 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	<p>The Employer's Representative is:</p> <p>Name: Ms. Mapatane Kgomo (CEO)</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 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

Clause number	Tender Data
4.1	<p>ONLY those bidders who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> 1. Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that; <ol style="list-style-type: none"> a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 3CE or higher class of construction work; or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties. 3. The tender documents issued by MISA must not be tampered with and must remain intact. 4. Bidders must attend the compulsory briefing meeting and sign the attendance register. 5. The tender documents completed in all respect, signed off by the authorised person of the bidder wherever spaces are provided in permanent ink. If the information is not applicable bidders must indicate as such. 6. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not 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.
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.</p> <p>Bidders/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.

Clause number	Tender Data
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 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 bidder. 5. Date of submission
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a 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 days before the tender closing time.
5.2	The employer shall issue addenda until 10 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.

Clause number	Tender Data
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: Mandatory/eligibility and administrative requirements.</p> <p>Phase 2: Bidders must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Bidders which do not meet minimum functionality threshold of 70 points will then be rejected.</p> <p>Phase 3: Price and preference (80/20 system)</p> <p><u>PHASE ONE: RESPONSIVENESS TO THE MANDATORY/ELIGIBILITY CRITERIA, BID AND ADMINISTRATIVE REQUIREMENTS AND RULES:</u></p> <p>Bidders' 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. Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that; <ol style="list-style-type: none"> a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 3CE or higher class of construction work; or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 3. The tender documents issued by MISA must not tampered with and must remain intact. 4. Bidders must attend the compulsory briefing meeting and must sign the

Clause number	Tender Data
	<p>attendance register.</p> <ol style="list-style-type: none"> 5. The tender documents completed in all respect, signed off by the authorised person of the bidder wherever spaces are provided in permanent ink. If the information is not applicable bidders must indicate as such. 6. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not 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. <p>Other Conditions of Tender (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 3. Should the bidder intend to sub-contract more than 25%, It is compulsory to submit a valid B-BBEE Certificate issued by SANAS accredited Agency OR a valid original or certified copy of a (CSC000) sector code sworn affidavit (for EMEs or QSEs) attested by a Commissioner of Oaths in terms of the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 as amended for all proposed sub-contractors. 4. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, to claim B-BBEE points. 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.

Clause number	Tender Data								
	<p><u>PHASE TWO: BIDDERS WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <ol style="list-style-type: none"> 1. The bidder 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. 2. The bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. 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. 5. Non-submission or poorly completed schedule or incomplete information will result in a bidder 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 bidder to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a bidder to submit some information after tender closure on this stage of evaluation i.e. functionality. <p><u>PHASE THREE: EVALUATION OF BIDS ON PRICE AND PREFERENCE POINTS SYSTEM IN LINE WITH PREFERENTIAL PROCUREMENT REGULATION 2022</u></p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and PPR Regulations of 2022.</p> <table border="1" data-bbox="517 1346 1374 1621"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS (B-BBEE)</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>SPECIFIC GOALS</p> <p>The Employer reserves the right to apply other specific goals in accordance with PPR Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS (B-BBEE)	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS (B-BBEE)	20								
TOTAL	100								

Clause number	Tender Data																				
	<p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;">80/20</p> $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where:</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p>The table below must be used to calculate the score out of 20 for Specific Goals (B-BBEE).</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th><th>Number of Points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>Bidders that fail to submit supporting documents to substantiate their B-BBEE rating, as indicated under “Clause: SFU (clause 4.3.1): Other Conditions of Bid” paragraph 3 and 4, will not be awarded B-BBEE preference points.</p>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
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Clause number	Tender Data															
5.11.9	<p>A bidder scoring below <u>70 points</u> under the functionality criteria shall be considered as DISQUALIFIED for further evaluation. (Refer to T2.2 RETURNABLE SCHEDULES)</p> <table><tr><th>Functionality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Experience of the bidder</td><td>Schedule 1</td><td>30</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>15</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table>	Functionality criteria	Evaluation schedule	Maximum number of points	Experience of the bidder	Schedule 1	30	Experience of Key Personnel	Schedule 2	55	Plant and Equipment	Schedule 3	15	Maximum possible score for quality (M _s)		100
Functionality criteria	Evaluation schedule	Maximum number of points														
Experience of the bidder	Schedule 1	30														
Experience of Key Personnel	Schedule 2	55														
Plant and Equipment	Schedule 3	15														
Maximum possible score for quality (M _s)		100														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none">The bidder or any of its Directors/ Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.the bidder has not:<ol style="list-style-type: none">abused the Employer's Supply Chain Management System; orfailed to perform on any previous contract and has been given a written notice to this effect;The bidder demonstrated that they have capacity and capability to complete the works.The bidder does not pose a risk to the employer such as not having capacity in the tendered project region.The Bidder does not pose commercial risk in relation to financial offers and market related rates.the bidder has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.the bidder/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.A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the bidder 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 Bidder.</p>															

Clause number	Tender Data
5.17	<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>
5.17	<p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ul 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 (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) <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> <ul style="list-style-type: none"> A. The bidder obtaining the highest number of total points may be awarded the contract, unless the there is an objective criterion used that is advertised with the tender (ref: T1.1 Tender notice and invitation to tender). 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. 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> D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE. E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p>

Clause number	Tender Data
	<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 Bidder in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. The employer reserves the right to accept the whole works or part of the works.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Bidder</p> <ul style="list-style-type: none"> a) Withdraw his Tender during the period of its validity; <u>or</u> b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u> c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer; <p>then the Bidder shall be liable for and pay to the Employer –</p> <ul style="list-style-type: none"> i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received; 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>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 Bidder, under this or any other tender or Contract between the Employer and the Bidder, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other tender or Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder'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 Bidder's default.</p> <p>Provided always that the Employer may exempt a Bidder 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>

Clause number	Tender Data
	<p>If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder 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 Bidder'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 Bidder 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 Bidder shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices,

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



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

TENDER NO MISA/B/NLM/001/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE REFURBISHMENT OF 2 BOREHOLES AND
INSTALLATION OF THE ASSOCIATED ELEVATED
STORAGE AND WATER PRE-TREATMENT FACILITIES
IN PARYS/TUMAHOLE IN NGWATHE LOCAL
MUNICIPALITY**

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A Returnable Schedules required for tender evaluation purposes

The bidder must complete the following returnable schedules as relevant:

- 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 bidders 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 bidder
- 10 Schedule 2: Experience of key person
- 11 Schedule 3: Plant and Equipment

B Other documents required for tender evaluation purposes

The bidder must provide the following returnable documents:

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

C C1.1 Form of Offer and Acceptance

D C1.2 Contract Data (Part 2)

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

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/B/NLM/001/2024/25	CLOSING DATE:	27 SEPTEMBER 2024	CLOSING TIME:	11:00am
DESCRIPTION:	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue, Riverside Office Park, Letaba House					
1 st Floor, Centurion, Pretoria 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Anele Ndamase		CONTACT PERSON	Wallace Mcleod	
TELEPHONE NUMBER	012 848 5300		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@misa.gov.za		E-MAIL ADDRESS	Wallace.mcleod@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 ISSUED BY AGENCY ACCREDITED BY SANAS / 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 COMPLETE 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

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

2.2.1 If so, furnish particulars:

.....

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.

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.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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) 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 bided 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:

80/20

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = 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;
 - (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.

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

**4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and
B. QSES (For bidders with no B-BBEE Certificates)**

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A BIDDER

(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

<p>This Returnable Schedule is to be completed by joint ventures.</p> <p>We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.</p>		
PROJECT TITLE	APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY	
BID NUMBER	MISA/B/NLM/001/2024/25	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

5. Schedule 1: Experience of the bidder (30 points)

a) Requirements

The experience of the bidder as a company (as opposed to key staff members) in the construction or refurbishment of municipal borehole water infrastructure, installation of borehole pumps and associated package water treatment plants, construction of water pump stations, pipelines and reservoirs as a main contractor for municipalities and other organs of state.

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

b) Points Scoring

Points will be allocated per project as per the table below;

Table : Project points allocation

No	Project Value	Points per Project
a)	R250 000 - R1 000 000	2 points
b)	R1 000 001 - R3 000 000	4 points
c)	R3 000 001 and above	6 points

c) Means of Verification

Bidders are requested to submit completion certificates and corresponding appointment letters for all projects listed in the schedule of completed projects.

d) Listing of Completed Projects

Bidders are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							
5.							

MISA reserves the right to verify all information presented by the bidder.

BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER.

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)

a) Summary

Total Points 55 points for key personnel is allocated as follows

- **Contracts Manager = 15**
- **Civil Engineer = 15**
- **Geohydrologist = 10**
- **Site Agent = 5**
- **Foreman = 5**
- **Construction H&S Officer = 5**
- **Total = 55**

b) Requirements

The experience of the key personnel 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 **Part C3: Scope of work** from three 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, experience and knowledge of issues which are pertinent to the **Part C3:Scope of Work**.
- 3) The experience of the key personnel must be post-qualification (Contracts Manager: Civil Engineer;
Geohydrologist; Site Agent ;Foreman H&S Officer).

c) Means of Verification:

Attach proof of qualifications, brief CV's and where applicable proof of professional registration for key personnel listed.

d) Listing of Key Personnel

Bidders are requested to list key personnel by completing **SCHEDULE OF BIDDER'S EXPERIENCE** appended to this schedule on the next page.

e) Scoring

The scoring of the experience of key person staff will be as per the table below:

Key Personnel	=	55 Total Points
1. Contracts Manager	=	(15 points)
1.1. Experience	=	5 points
a) Below 5 years	=	0 points

Key Personnel	=	55 Total Points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
1.2. Qualifications	=	10 points
e) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction management	=	0 points
f) Degree or B Tech in Civil Eng/Construction Management	=	7 points
g) Honours Degree or above in Civil Eng/Construction Management	=	10 points
2. Civil Engineer	=	15 points
2.1. Experience	=	5 points
a) Below 3 years	=	0 points
b) 3 to below 6 years	=	3 points
c) 6 to below 10 years	=	4 points
d) 10 years and above	=	5 points
2.2. Qualifications		10 points
a) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction management = 0 points	=	0 points
b) Degree or B Tech in Civil Eng/Construction Management	=	7 points
c) Honours Degree or above in Civil Eng/Construction Management	=	10 points
3. Geohydrologist	=	10 points
3.1 Experience	=	5 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
Qualifications	=	5 points
a) Qualification below a bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography/ not relevant qualification	=	0 points
b) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	4 points
c) Honours degree or above in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or Geography	=	5 points
4. Site Agent	=	5 points
4.1. Experience	=	2 points
a) Below 5 years	=	0 points
b) 5 to below 8 years	=	1 point
c) 8 years and above	=	2 points

Key Personnel	=	55 Total Points
4.2. Qualification	=	3 points
a) Qualification below Diploma in Civil Engineering/ not relevant qualification	=	0 points
b) Diploma in Civil Engineering		2 points
c) Degree or B Tech or above in Civil Engineering	=	3 points
5. Foreman/Supervisor	=	(5 points)
5.1. Experience	=	2 points
a) Below 5 years	=	0 points
b) 5 to below 8 years	=	1 point
c) 8 years and above	=	2 points
5.2. Qualification	=	3 points
a) Qualification below N6 certificate in civil engineering/ not relevant qualification	=	0 points
b) N6 certificate in civil engineering	=	2 points
c) Diploma in or above Civil Engineering	=	3 points
6. Construction Health and Safety Officer	=	(5 points)
6.1. Experience	=	2 points
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 point
c) 10 years and above	=	2 points
6.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)	=	3 points
a) Qualification below a) National Diploma in Safety Management (NQF 6)	=	0 points
b) National Diploma in Safety Management (NQF 6)	=	1 point
c) B-Tech in Safety Management or above	=	3 points

SCHEDULE OF PROPOSED PERSONELL

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Contracts Manager			
2	Civil Engineer			
3	Geohydrologist			
4	Site Agent			
5	Foreman			
6	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

Means of Verification: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.

MISA reserves the right to verify all information presented by the bidder.

BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

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.

Name of Bidder:Date:

Signature:Position:

Full name of signatory:

8. Schedule 3: Plant and Equipment (15 points)

a) Requirements

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

Type of Equipment	Total Points
TLB (1 required) (3 points)	3
Light Bakkie (1 ton) min (1 required) (3 points)	3
Tipper (6m ³ minimum). (1 required) (2 points)	2
Pedestrian roller. (1 required) (5 points)	5
Borehole drilling Rig (1 required) (2 points)	2
Total scored	15

b) Means of Verification

1. **In case where plant is owned by the Bidder**, 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 must be attached.
2. **In case where the plant is to be hired by the Bidder**, a letter from a Plant Hire Company addressed to the bidder with reference to this project clearly indicating the list of plant to be hired must be attached. In addition, Proof of ownership from hiring company must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company must be attached.
3. Plant owned by the directors must also be accompanied by a letter of intent.
4. **In case where the Bidder own part of the required plant and part will be hired**, the bidder 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

c) Listing of required plant and equipment

Bidders are requested to list required plant and equipment by completing SCHEDULE OF PLANT AND EQUIPMENT appended to this schedule on the next page.

SCHEDULE OF PLANT AND EQUIPMENT
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No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	TLB (1 required) (3 points)	1	3		
2.	Light Bakkie (1 ton) min (1 required) (3 points)	1	3		
3.	Tipper (6m ³ minimum). (1 required) (2 points)	1	2		
4.	Pedestrian roller. (1 required) (5 points)	1	5		
5.	Borehole drilling Rig (1 required) (2 points)	1	2		
	Total				

BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

MISA reserves the right to verify all information presented by the bidder.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of the Schedule 3 presented by the bidder are within his/her personal knowledge and are to the best of his/her knowledge both true and correct

Signed

Date

Name

Position

Enterprise name



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/B/NLM/001/2024/25**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY

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/B/NLM/001/2024/25**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES
AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT
FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY**

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 bidder, 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 bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the bidder 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 bidder before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the bidder becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature Date:

Name
.....

Capacity
.....

For the bidder:

(Insert name and address of organisation)

Name & signature of witness Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the bidder'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 bidder's Offer shall form an agreement between the *Employer* and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the bidder 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 bidder 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 bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the bidder (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(s)

Name(s) Ms. Mapatane Kgomo

Capacity Acting Chief Executive Officer

for the *Employer* 1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046

Name & signature
of witness

.....

Date:

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the Bidder 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 Bidder 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 bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE
REFURBISHMENT OF 2 BOREHOLES AND INSTALLATION OF
THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-
TREATMENT FACILITIES IN PARYS/TUMAHOLE IN NGWATHE
LOCAL MUNICIPALITY**

C1.2 CONTRACT DATA

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

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

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

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

Clause	Data
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 2 weeks
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 (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
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>access date</i> is 14 days after the issuance of the appointment letter
30.2	The <i>completion date</i> for the whole of the <i>services</i> is Six (6) Calendar Months after the start date (maximum) .
31	The <i>Contractor</i> submits programme within 14 days after appointment with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> .
32	The <i>Contractor</i> submits revised programme at intervals no longer 4 weeks
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.

Clause	Data												
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 Parys/Tumahole in Ngwathe Local Municipality.												
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												
7	Title												
	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)</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)	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)	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .											

Clause	Data		
	caused by activity in connection with this contract.		
	Liability for death of or bodily injury to employees of the <i>Management Contractor</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R2 million without limit to the number of claims	Till the end of the completion date.
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 the Chairman of the Association of Arbitrators (Southern Africa) or its successor body 		
Option X7	Delay Damages		
X7.1	The <i>delay damages</i> for completion of the wholes of the works are R2,000.00 per day		
Option X13	Performance Bond		
X13.1	The amount of the performance bond is 10% of value of Contract.		
Option X16	Retention		
X16	The retention percentage is 10%		

Clause	Data				
Z	<p>Additional Conditions of Contract</p> <p>The <i>additional conditions of contract</i> are</p>				
Z1	<p>Selection and appointment of the <i>Adjudicator</i></p> <p>A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see 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.</p>				
Z2	<p>Tax invoices</p> <p>The <i>Contractor's</i> invoice.</p> <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>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.</p>				
Z3	<p>Acts or omissions by mandatories</p> <p>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).</p>				
Z4	<p>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> </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
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				

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

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

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

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: MISA/B/NLM/001/2024/25

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES
AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT
FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY**

C1.3 SECURITIES: PERFORMANCE BOND

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

{Insert registered name and address of the Contractor}

(the Contractor), for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

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

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

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

R _____

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

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

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

{Insert registered name of the *Employer*}

(the *Employer*) and

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the Guarantor

of physical address

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

(say) _____

R _____

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

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

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

1.5 Thereafter this demand guarantee shall lapse.

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

3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the

foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.

- 4 The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.
- 5 This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
- 6 The *Employer* returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed at _____ on this _____ day of _____ 20 _____

Guarantor:

Representative

Representative

Name (printed)

Name (printed)

Capacity

Capacity

As Witness

As Witness

Guarantor's
stamp or seal



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PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the **C2.2 Schedule of Quantities**.
- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
- 3 Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the 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 Schedule. Clause 8 of each Standardized Specification, **and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications**, all set out which ancillary or associated activities are included in the rates for the specified operations
- 3 Descriptions in the Schedule 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 Schedule 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 Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

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

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

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

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

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

- 8 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.
- 9 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 10 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.
- 11 . Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 12 For the purposes of this Schedule 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 Bidder 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 Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
Sum	=	Sum
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

The Schedule of Quantities is structured as outline below. Where there is gaps and omissions in specifications and/or SOQ 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.

An inspection and assessment report submitted by contractor, will be approved by the assigned MISA project manager, and will be required to facilitate implementation of the tendered Schedule of Quantities below.

No	LI	Description	Unit	Qty	Unit Price	Total
1		Preliminary and General				
1.1		Fixed charge preliminary & generals: to include contract works insurance, public liability insurances, contractual securities and compliance to all legislative and regulations applicable to construction works of this nature. Amount also to cover site establishment, ablution, contractor's offices, storage, site security facilities, communication and all other relevant arrangements. Site de-establishment and cleaning of site after works completion also to be included	sum	1		
1.2		Preliminary & Generals relating to time-related items for 6 months of the contract duration, to include Cost for Employment of CLO for the duration of the Contract (R5, 000 pm plus R500 pm cell phone allowance) & Payment of PSC members for attendance of meetings for the duration of the contract (5 No members at R200 per member per meeting), and any other required time-related costs the due completion of the works.	Sum	1		
2		Hydrogeological Investigation and Drilling				
2.1		Existing Infrastructure Assessment, Conduct site assessments and geophysical surveys in the targeted areas. Prepare assessment and geophysical report.	Sum	1		
2.2		Option 1 (Existing two boreholes) Provide all necessary equipment and conduct Borehole yield testing in accordance with specifications, sampling and water quality testing, data recording and compilation of a detailed report.	Sum	1		

No	LI	Description	Unit	Qty	Unit Price	Total
2.3		Option 2 (New Borehole) (Provisional Amount) Site, drill and equip 2 boreholes as per Project Specification. Cost to include borehole yield testing, sampling and water quality testing, steel borehole casing of 165mm minimum diameter, mobilization of drilling equipment from site to site, step drawdown tests, constant discharge test, data recording and compilation of a detailed borehole drilling report. Drilling depths will be as guided in the scope of work and specifications. Rate to be per borehole.	No.	2		
3		Design of borehole system				
3.1		Topographical and geotechnical survey (Provisional)	Sum	1		
3.2		Design and provide documentation for the suitable borehole submersible pumps (capable of using solar and conventional electricity) for the two existing/production boreholes including solar panels and the complete solar powered electrical system, battery storage, controllers, inverters and all necessary accessories. Design work to include also the fabrication design for the steel tank stand of minimum 4m high capable of carrying up to 20 tonnes live load (design to cater for wind loadings and site soil conditions). Complete layout design for pipework, fittings and standpipes to be provided in detail. Cost should also include production of the As-built drawings, Close out report and O&M manuals after completion of construction.	Sum	1		
4		Borehole Equipping and Associated Works				
4.1		Supply all pumps (capable of using solar and conventional electricity), instruments and accessories and equip 2 production boreholes that have a sustainable yield of not less than 0.5l/s or as approved by the Employer. Cost to include supply and installation of all required borehole pipes, fittings, borehole caps, valves, and bulk water meters. Sum tendered to be for the two production boreholes.	Sum	1		
4.2.1		Supply and install suitable Solar (PV panels suitable for 0,75 – 1,5KW submersible pump) Kit with Battery Storage and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. (incl. wheels and handle). Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, and all accessories	No.	2		

No	LI	Description	Unit	Qty	Unit Price	Total
4.2.2		Conventional electricity supply from Eskom/Ngwathe LM and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, overhead cable and all accessories. Rate to be per borehole site.	No.	2		
4.3		Supply all high-grade steel and necessary accessories and construct tank stand as per design completed under 3.2. All steel members to be treated with min. 2 x coats red oxide and 2 x coats of epoxy enamel paint. Cost to also include supply of all materials for the construction of reinforced concrete footings (30 MPa) including all rebar and shuttering where required.	No.	1		
4.4		Sand down and paint all steel members to be treated with min. 2 x coats red oxide and 2 x coats of epoxy enamel paint. Cost to also include supply of all materials for the construction.	No.	3		
4.5		Supply and installation of JoJo or similar approved prefabricated and rotary-moulded polyethylene tanks of 10 000 litres capacity including all required inlet and outlet pipes, fittings, valves and all mounting accessories.	No.	1		
5		Borehole Housing Unit (Existing)				
5.1		Supply all materials and construct reinforced lockable steel door locks and keys (2 Pairs). Paint all steel members to be treated with min. 2 x coats red oxide and 2 x coats of epoxy enamel paint. Cost to also include supply of all materials for the construction.	No.	2		
5.2		Supply all materials and construct a 10m x 7m by 2m high ClearVu fence or similar approved with a 1m wide lockable pedestrian gate.	No.2	2		
6		Supply and Construction of Pipelines (miscellaneous)				
6.1		Excavate 400mm wide trenches including backfill, compaction and disposal of unsuitable material. Rate to include all shoring of trenches for depth 0,5-1m, where directed by the Employers Representative.				

No	LI	Description	Unit	Qty	Unit Price	Total
6.1.1	LI	Ordinary soft material	m	350		
6.1.2		Intermediate	m	25		
6.1.3		Hard Rock	m	24		
6.2	LI	Supply and Construct 75 - 90mm diameter class 10 HDPE pipes including all joining, fitting accessories, testing and disinfection.	m	350		
6.3		Supply and install all bulk water meters, valves and necessary fittings as follows;				
6.3.1	LI	75 – 90mm Isolation Valves	No	2		
6.3.2	LI	80 -100mm bulk water meter (Rotary flow) including all necessary fittings	No	2		
6.4.1	LI	Supply all materials and construct Class C pipe bedding (400mm wide trench)	m	350		
6.4.2	LI	Supply all materials and construct Class C pipe blanket (500mm wide trench)	m	350		
6.5	LI	Supply all materials and construct brick valve chamber (1m x 1m) complete with concrete floor and cover slab (25MPa) including all required reinforcement.	No.	1		
6.6	LI	Supply all materials and install Plastic 20mm heavy duty standpipes complete with brass taps (4 x taps per concrete pedestal), fittings, 15MPa concrete pedestal and steel anchoring rod.	No.	2		
7		Water Treatment and disinfection package plant				
7.1.1		PROVISIONAL amount stated for the supply, install and commission a water purification package plant. The package plant should dose chlorine to the storage tank, a dual filter comprising of filter-sand and granular activated carbon (GAC), a reverse osmosis system with 2 x 1 micron sediment filters to remove turbidity to < 1 NTU. The system must employ a membrane with pores of 0,0001 micron. The supplier should consider the borehole water quality test results when recommending a purification package plant.	Sum	1	650 000	650 000,00
7.1.2		Supply all materials and install a suitable free standing steel framed solar mounting structure. The structure should be capable to carry all the required solar panels required per borehole site. Rate to be per borehole including all concrete footings.	No.	2		

No	LI	Description	Unit	Qty	Unit Price	Total
7.2		Supply all materials and construct a 20m x 20m by 2m high ClearVu fence or similar approved with a 1m wide lockable pedestrian gate for the package plant.	No.	2		
8		Sub-Total 1				
9		Add 15% VAT				
10		TOTAL				

Signed

Date

Name

Position

Enterprise name



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PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 Employer's Objectives

MISA's objective is to appoint a management contractor to provide services of borehole refurbishment, drilling, design, equipping two production existing production boreholes, construction of elevated storage and pretreatment facility in Parys/Tumahole in Ngwathe Local Municipality in Fezile Dabi District Municipality in the Free State Province.

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

3.1.2 Background

The Ngwathe Local Municipality is a Category B municipality situated in the northern part of the Fezile Dabi District in the Free State. The Vaal River forms the northern boundary of the area, which also serves as the boundary between the Free State, Gauteng and North West Provinces. It is one of four municipalities in the district, making up a third of its geographical area. The Renoster River also drains through the region and is dammed up in the vicinity of Koppies in a series of dams, namely the Weltevrede, Rooipoort and Koppies Dams. The rivers, together with the respective dams, are prominent water sources for agricultural purposes in the region.

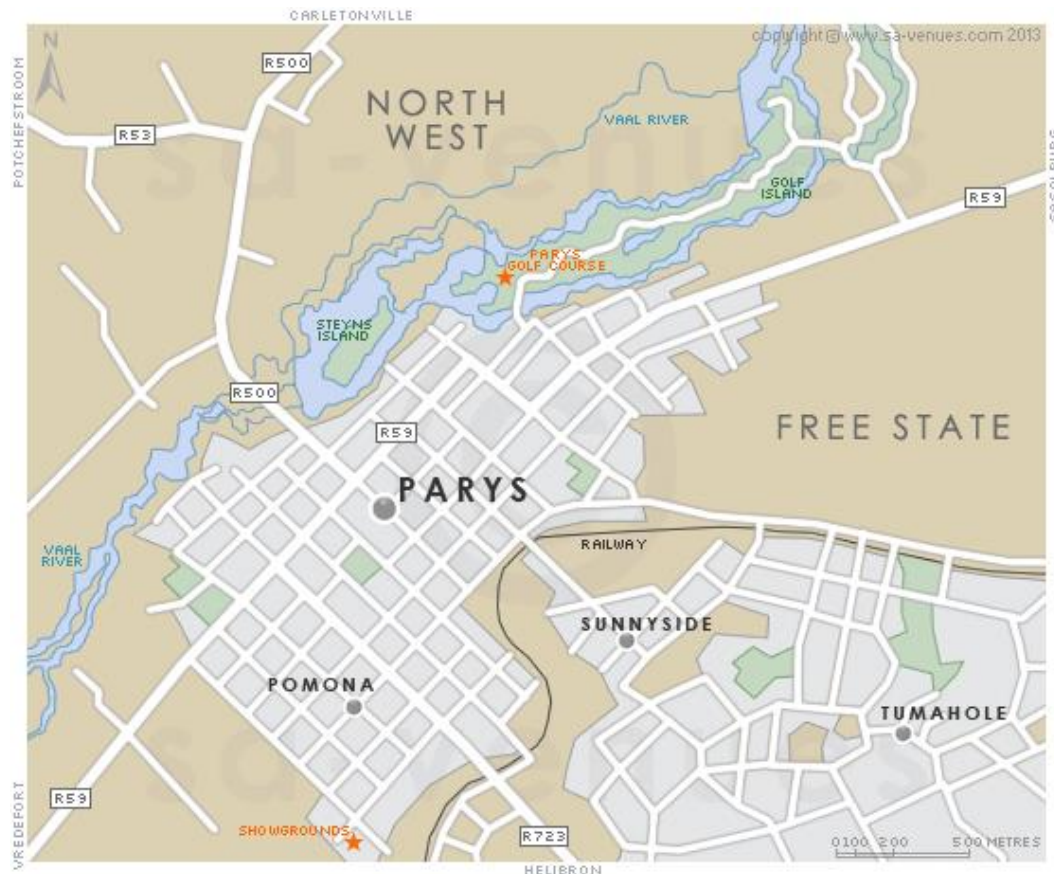
Ngwathe local Municipality is a water services authority in terms of the Water Services Act, No: 108 of 1997. Rand Water is the water services provider in terms of the same Act. The Municipality has serious water and sanitation challenges due to deferred renewal of infrastructure. One of the Municipality's areas with serious water supply challenges is Tumahole/Parys. The Vaal River is the raw water source. The abstraction point is downstream of the Vaal Barrage at a weir that is constructed across both streams of the Vaal River that runs around the Parys Golf Island. The raw water canal starts ± 580 m upstream of the WTP at the southern section of the two weirs. The abstracted water flows into a constructed canal that runs on the southern side of the WTP. There are two (2) raw water inlet points into the Parys WTP from this canal.

The Integrated development plan(IDP) documents of 2017/18-2021/2022 have the total population of Ngwathe local municipality at 122 900, constituted by people of the towns of Parys, Heilbron,Koppies,Edenville and Vredefort.

The need of water is ever present and the communities in this area have grown impatient and have in year (2023) embarked on several protests. MISA has engaged with the municipality together with the relevant sector departments to seek ways to address this challenge. This project is therefore aimed to provide the affected community with alternative water supply and to augment the current efforts that the Municipality is doing to development groundwater supply in the area.

3.1.3 Location of proposed project

The figure below shows the location of the project site area in Ngwathe LM.



3.1.4 Overview of the Works

The overview of the works entails supply of potable borehole water to Parys/Tumahole area with an estimated 4000 households. Development of boreholes will target two production boreholes connected to elevated water storage tanks, and depending with water quality, a pre-treatment package plant to ensure the supplied water quality complies with SANS 241 (2015) standards. The project duration is estimated not to **exceed 6 months**.

3.1.5 Extent of the works and services

The extent of works will comprise of the following elements;

- Desktop study and investigation report of the existing groundwater sources/boreholes in the areas of Parys/Tumahole with the intention to refurbish the existing boreholes. The

refurbishment of the existing two boreholes if found viable will be referred to as **Option 1** and will be preferable.

- Geophysical surveying for exploration drilling if desktop study and investigation recommends new boreholes drilling. The drilling of exploration boreholes for the development of new boreholes will be referred to as **Option 2** and will only be considered if **Option 1** is not viable.
- Drilling of two (2) production boreholes according but not limited to the DWS minimum standards and guidelines; (If required by assessment report – **Option 2**)
- Aquifer pumping tests of successfully investigated existing/drilled boreholes according but not limited to the DWS minimum standards guidelines;
- Hydro-chemical sampling of the tested boreholes to determine the water quality status;
- Designing of the full borehole water supply scheme for the two existing boreholes taking into account borehole depth and water quality determined. The scope will cover borehole pump sizing, borehole housing units, elevated storage tanks on steel stands, groundwater pre-treatment packages (where required), solar power kits and interconnecting pipelines up to communal standpipe service level. Work to include compilation of design reports, drawings, specifications and cost estimates for approval by the Employer. (The same will apply if **Option 2** is found to more preferable)
- Issuing of borehole management recommendations and boreholes investigation report;
- Equipping of the 2 existing boreholes (OR 2 new boreholes for **Option 2**) with suitable submersible borehole pumps;
- Installation of solar power operated borehole pump systems for the two boreholes. The solar kit should include battery pack, PV panels complete with all wiring, switches and necessary accessories. Work also to include supply and installation of steel solar mounting structures for the envisaged two boreholes.
- Pump houses and security fence for all borehole sites;
- Borehole commissioning for all boreholes developed.
- Investigation of existing water storage capacity (condition/availability dependant)
- Construction of steel tank stands including installation of approved prefabricated and rotary-moulded polyethylene tanks. At least up 10 000 litres capacity are envisaged however the final quantity depends on the water available in yield report.
- Construction of interconnection pipelines, valve chambers and communal standpipes including disinfection of the pipelines.
- Testing and commissioning of whole borehole water supply system.
- Training of the municipal officials (End-users that will operate and maintain the system).
- Compilation of full project close out report including O&M manuals.

3.1.6 Project Deliverables

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

1. Deliverables

- Existing Borehole/Groundwater Investigation Report
- Geohydrological survey
- Borehole drilling report (If required by assessment report as **Option 2**)
- Water Quality Test Results
- Topographical Survey
- Design report, cost estimate and construction drawings; (If required by assessment report)
- Refurbished Existing two boreholes OR developed two new production boreholes (If **Option 2** is chosen), The two boreholes should be equipped and complete with;
 - Borehole pipes, reaming, borehole caps and all necessary fittings,
 - suitably sized borehole submersible pumps
 - Motor Control Centres (MCC) and all required electrical cabling.
 - Construction of borehole pump houses (As required by assessment report)
 - Security fencing x 2 borehole sites.
- Full solar kit complete with battery pack and solar mounting support structures, including; (First Investigate Existing)
 - Anti-theft measures.
- Interconnecting pipelines up to communal standpipes, including;
 - Bulk water metering
 - 4 x standpipes per borehole site

- Elevated Storage tanks (12hrs storage capacity or as determined by borehole safe yields). The tanks should be of prefabricated and rotary-moulded polyethylene tanks. (First Investigate Existing)
 - Level control
- As-built drawings, O&M Manuals, training of Municipal employees to operate and maintain this water supply scheme.
- Close-out Report

2. Additional Deliverables

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

3.1.7 Legislative Requirements

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

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

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

Preliminary & Generals relating to time-related items for 6 months of the contract duration, to include Cost for Employment of CLO for the duration of the Contract (R5, 000 pm plus R500 pm cell phone allowance) & Payment of PSC members for attendance of meetings for the duration of the contract

(5 No members at R200 per member per meeting), and any other required time-related costs the due completion of the works.

3.1.8 Design Considerations

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

General design criteria and philosophy

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

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

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

3. The design as applicable to the tank stand should be in accordance to the following;
 - SANS 10261 – 1:2011 Structural Use of Steel
 - SANS 10100 -1:2000 Reinforced Concrete
4. The design as applicable to electrical works (solar power or conventional) should be in accordance to the following;
 - SANS 10142-1-2 Electrical Installation Standards

3.1.9 BOREHOLE DEVELOPMENT METHODOLOGY AND SPECIFICATION

Based on the proposed groundwater programme the following methodologies will be employed (If **Option 2** is chosen).

1. Desk top Study

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

2. Siting

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

3. Hydro-census

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

4. Geophysical Investigation

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

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

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

5. Drilling of Boreholes

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

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

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

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

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

6. Borehole and aquifer parameters

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

7. Step Tests

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

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

8. Constant Discharge Tests

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

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

9. Groundwater Sampling

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

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

10. Protecting Ground Water

- I. The site conditions and layout shall determine the feasible measures to be put in place to protect the groundwater from contamination and equipment from theft and damage.
- II. The following guidelines shall be followed when determining the feasibility of protecting the borehole:
 - The pump house shall be designed so that it is easy to do repairs to the pump equipment and allows for the removal of the pipes from the borehole.
 - The perimeter fence around the borehole shall be a protected by a 10m by 10m by 2m high , 4 mm galvanised clear view fencing panels, or similar approved with one 1m pedestrian gate.
 - The perimeter fence around the treatment plant shall be a protected by not more than 20x20m by 2m high 4 mm galvanised clear view fencing panels or similar approved with one 1m wide pedestrian gate.
 - The design of the pump house shall be designed to provide adequate ventilation

11. Borehole Equipping

Borehole

- i. The borehole collar is to be below ground surface.
- ii. A section of steel casing with a lockable cap should be installed around the borehole collar
- iii. The borehole name is to be painted on each borehole with a stencil.
- iv. The borehole shall be fitted with a flow meter.
- v. All boreholes shall be fitted with a conduit pipe to facilitate monitoring of groundwater test levels.
- vi. Boreholes shall be disinfected where the water chemical analysis recommends action.
- vii. A borehole cap shall be used to seal the borehole.
- viii. The site at each borehole is to be cleaned after completion of the borehole.

Submersible Pumps

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

12. Elevated Storage

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

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

13. Electrical Power Supply

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

Conventional electricity supply from Eskom/Ngwathe LM and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, overhead cable and all accessories. Rate to be per borehole site.

Solar Panels: Supply and install suitable Solar (PV panels suitable for 0,75 – 1,5KW submersible pump) Kit with Battery Storage and electric control panel with automatic voltage regulator and AC circuit breaker, or similar approved. (incl. wheels and handle). Include installation kit, DB Board, Breakers and Surge/P, Change Over switches, electrical wiring, and all accessories.

3.1.10 Groundwater Purification System

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

- A product that “doses” chlorine into the water of a holding tank, i.e the tank that the borehole feeds. Chlorine will kill living organisms such as bacteria and parasites.
- A dual filter comprising of filter-sand and granular activated carbon (GAC). The bottom strainer should be covered with gravel to ease flow. GAC will also remove organic toxic substances and odours from the water.
- A reverse osmosis system which will remove dissolved solids (salts). Suspended solids such as mud, rust and silt are removed by sediment filters. The system must have two x one-micron sediment filters to remove turbidity to <1 NTU. The system must employ a membrane to remove dissolved salts. The membrane pores must be 0.0001 micron in diameter.

3.1.11 Commissioning

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

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

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

- a) The Management Contractor will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Free State Province. All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Free State, after approval of completed works.
- b) The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

3.2.2 Construction requirements

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

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

3.2.3 Design requirements

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

- a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and
- b) Provide the services in accordance with the relevant 'Guideline Scope of Services' and as provided in the Schedule of Quantities and Specifications until successful completion of the works.

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

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

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the MISA Occupational Health and Safety Specification for Construction Works Contracts

3.3.3 Completion strategy

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

3.3.4 Programme

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

3.3.5 Reporting

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

3.3.6 Communications

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

3.3.7 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.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

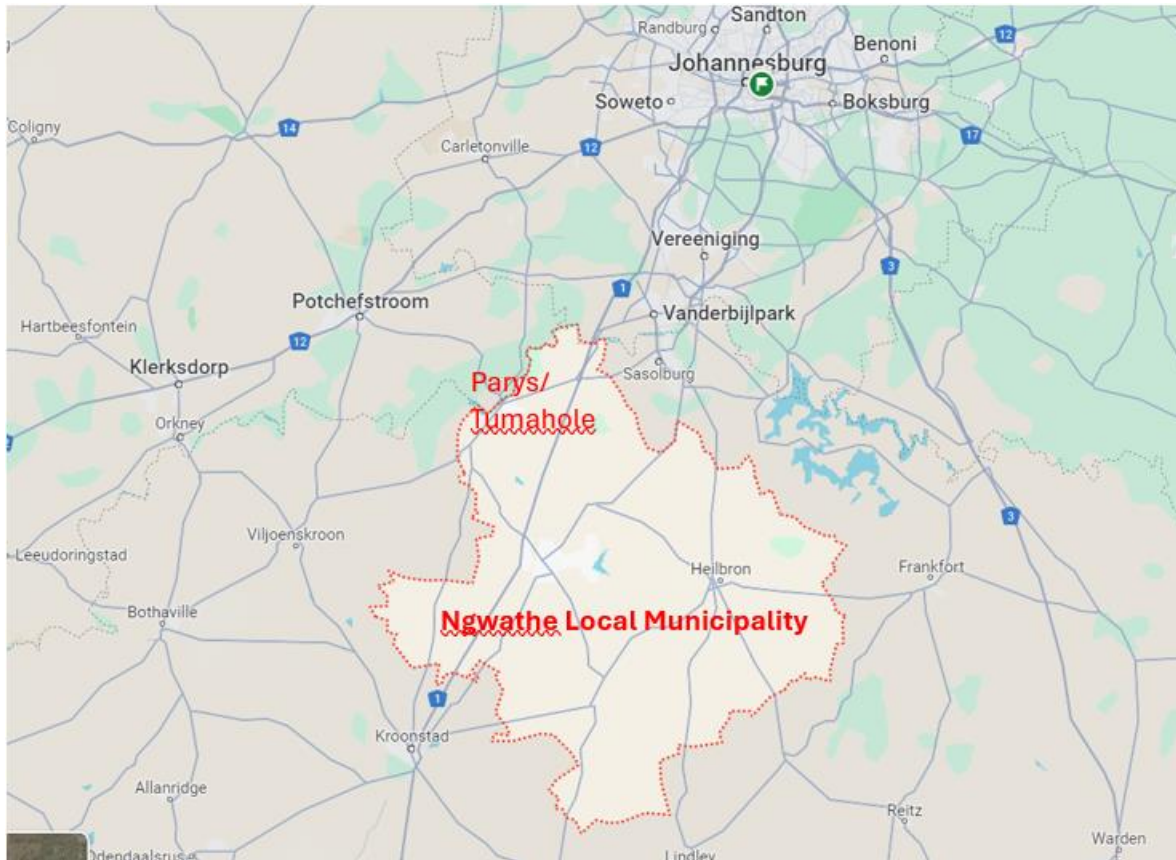
Reference no : **MISA/B/NLM/001/2024/25**

**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE REFURBISHMENT OF 2 BOREHOLES
AND INSTALLATION OF THE ASSOCIATED ELEVATED STORAGE AND WATER PRE-TREATMENT
FACILITIES IN PARYS/TUMAHOLE IN NGWATHE LOCAL MUNICIPALITY**

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

The locality of the target area is shown in **Figure C4.1** below.



C4.2 SITE INFORMATION

The existing two boreholes are in Tumahole which is a township area in Parys Town. One of the two boreholes is in a School Yard but it belongs to the Ngwathe Local Municipality.