



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA) REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/WCD/PLM/003/2024/2025

APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

PROCUREMENT DOCUMENT

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

OCTOBER 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	Tendere	er				
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Tender Procedure: Open Tender

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
- Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.
- 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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT FOR DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

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T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from Contractors for the Implementation of Water Conservation and Demand Management for Dr Pixley Ka Isaka Seme Local Municipality in Mpumalanga (Installation of Bulk Water Meters).

It is estimated that tenderers must have a CIDB contractor grading of **4CE/4ME** or higher.

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

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/WCD/PLM/003/2024/2025	APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER	Briefing session will be held at Dr. Pixley Ka Isaka Seme Local Municipality Offices, Council Chamber, Cnr Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust, Mpumalanga Province on, 18 October 2024 at 10:00am Failure to attend and sign the attendance register will lead to your DISQUALIFICATION.	31 October 2024 11:00 AM All Bid Proposals to be submitted @ 1303, Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046
Ĕ	BULK WATER METERS)		TEL: 012 548 3000

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TOR for the Appointment of a Contractor for the Implementation of Water Conservation and Demand Management for Dr Pixley Ka Isaka Seme Local Municipality in Mpumalanga (Installation of Bulk Water Meters)

<u>Compulsory</u> briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

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

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

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

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue Riverside Office Park, Letaba House Centurion, PRETORIA 0046

TEL: 012 484 5300

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

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PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT FOR DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

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	The Employer's Representative is:		
	Name: Ms. Mapatane Kgomo		
	Physical Address: 1303 Heuwel Avenue, Riverside Office Park		
	Letaba House, Centurion, Pretoria 0046		
	Private Bag X 105, Centurion 0046		
	Telephone : 012 848 5300		

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Tender No: MISA/WCD/PLM/003/2024/2025

Clause number		Tender Data		
	Email:	tenders@misa.gov.za		
3.5	The language of communications is English			
4.1	Eligib	ility Criteria		
		those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the ed evidence in their tender submission, are eligible to submit tenders and have their tenders ated:		
	The ter	nderer:		
	1.	Only those tenderers who are registered with the CIDB , or are capable of being so prior to the evaluation of submissions, in 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) or 25(7A) of the Construction Industry Development Regulations, for a 4CE/4ME or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:		
		a. every member of the joint venture is registered with the CIDB.		
		b. the lead partner has a contractor grading designation in the 4CE/4ME or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations 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 4CE/ME 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.	Bidders must submit a CIDB Grading Certificate (4CE/4ME) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level 4CE/4ME		
	3.	In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties.		
	4.	The tender documents issued by MISA must not be tampered with and remain intact.		
	5.	Bidders must attend a compulsory briefing meeting and sign the attendance register.		
	6.	The tender documents completed in all respects, signed off by the authorised signatory, as authorised in section 7 "Resolution for Signatory ". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such.		
		a. Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply.		
	7.	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.		

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Clause number	Tender Data				
4.7	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).				
	No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.				
		sed representatives must sign the attendance register and detailed contacts ng entity therein. Addenda, if any, will be issued to the tenders only who ry briefing sessions.			
4.12	No alternative tender of	ffer will be considered.			
4.13		and address for delivery of tender offers and identification details that are inder offer package are:			
	Location of tender bo	x: Reception area of MISA Offices			
4.15	Municipal Infrastructure	Support Agent's Office			
4.10	Physical Address:	1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1 st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046			
	Telephone:	012 848 5300			
	Identification details on the Tender package(s):				
	Name and Reference number of the tender;				
	2. Address of the employer;				
	3. Names of the tendering entity and the contact person;				
	4. Physical address and contacting details of the tenderer;				
	5. Date of submission				
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.				
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.				
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)				
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.				
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.				
5.2	The employer shall issue addenda until 3 working days before tender closing time.				
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.				

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Clause number	Tender Data				
SFU	Evaluation Criteria				
(clause 4.3.1)	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).				
	Breakdown points for Functionality points are outlined in 5.11.9 below.				
	The procedure for the evaluation of responsive tenders is detailed as follows:				
	Phase 1: Eligibility Criteria: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules.				
	Phase 2: Functionality Criteria: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality Points of 70 will then be rejected.				
	Phase 3: Scoring: Price and preference (80/20 system)				
	PHASE ONE: ELIGIBILITY CRITERIA				
	RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY				
	REQUIREMENTS AND RULES:				
	Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:				
	1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in 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) or 25(7A) of the Construction Industry Development Regulations, for a 4CE/4ME or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:				
	b. every member of the joint venture is registered with the CIDB.				
	c. the lead partner has a contractor grading designation in the 4CE/4ME or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.				
	d. 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 4CE/ME 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.				
	 Bidders must submit a CIDB Grading Certificate (4CE/4ME) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level 4CE/4ME 				
	3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture				

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Clause number		Tender Data
		Agreement signed by all parties.
	4	4. The tender documents issued by MISA must not be tampered with and remain intact.
	į	5. Bidders must attend a compulsory briefing meeting and sign the attendance register.
	(6. The tender documents completed in all respects, signed off by the authorised signatory, as authorised in section 7 "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such.
		 a) Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply.
	7.	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.
	Other	Conditions of bid (Non eliminating, unless expressly mentioned in the document):
	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
		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. 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 B-BBEE Certificate must submitted. Failure to comply,
		will automatically results in the non-awarding of points for B-BBEE.
	5.	Tenderers 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.

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Clause number	Tender Data			
	PHASE TWO: FUNCTIONALITY CRITERIA			
	TENDERERS WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:			
	1. The tender will be expected to submit substantial information (valid copies and detailed			
	information as ordered) in order to claim points for each of the criteria or sub criteria set.The tenderer 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 <u>70 points</u> 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			

experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.

tenderer losing points on Functionality. CVs which do not substantially detail relevant

6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

PHASE THREE: SCORING

EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2022

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 B-BBEE/ PPPFA Regulations of 2022.

Criteria	Points
POINTS ON PRICE	80
Specific Goals (B-BBEE)	20
TOTAL	100

SPECIFIC GOALS

The Employer reserves the right to apply other specific goals in accordance with PPPF 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.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

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Clause number	Tender Data				
	(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):				
	The financial offer will be scored using the following formula:				
	$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$				
	Where-				
	Ps = Points scored for price of tender under cons	sideration;			
	Pt = Price of tender under consideration; and				
	Pmin = Price of lowest acceptable tender.				
	(b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.				
	(b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.				
	(c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.				
	The table below must be used to calculate the score out of 20 for B-BBEE.				
	B-BBEE Status Level of Contribution Number of Points				
	1	20			
	2	18			
	3	14			
	4	12			
	5	8			
	6 6				
	8 2				
	8 2 Non-Compliant Contributor 0				
	Tenderers 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.				
5.11.9	Functionality Criteria.				
	A Tender scoring below 70 points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.				

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Clause number	Tender Data				
	Quality criteria	Evaluation schedule	(A) Maximum number of points		
	Experience of the tenderer	Schedule 1	40		
	Experience of Key Personnel	Schedule 2	45		
	Plant and Equipment	Schedule 3	15		
	Maximum possible score for	functionality (M _s)	100		
5.13	Before award, successful Tende	erers will be accepted or	nly if:		
	 the tenderer or any of its Defaulters in terms of the person prohibited from doi the tenderer has not: 	Prevention and Combat	ting of Corrupt Act		
		oloyer's Supply Chain M	anagement Systen	n. or	
	•			given a written notice to	
	The tenderer demonstrated that they have capacity and capability to complete the works.				
	The tenderer does not pose a risk to the employer such as not having capacity in the tendered project region.				
	The Tenderer does not pose commercial risk in relation to financial offers and market related rates.				
	6. the tenderer has duly completed and signed the SBD 4 , Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.				
	7. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.				
	8. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.				
	 A Resolution of signatory for a letterhead of the tendered must be duly signed by all sign the bid. 	er has been attached (sp	pecific to this bid)	to the bid submission; it	
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.				
5.17	The additional conditions of tender are:				

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Clause number	Tender Data			
	Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.			
5.17	Cancellation and re-invitation of tenders			
	MISA may, prior to the award of the tender, cancel the tender if-			
	(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)			
	Where applicable, the decision to cancel the tender will be published in the CIDB website and in the E-Tender Portal or the media in which the original tender invitation as advertised.			
	Tender Award			
	A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).			
	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. (If the value of the 3 rd decimal place is 1 up-to 4, the points up to 2 nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2 nd decimal place and the resulting point will be considered.)			
	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.			
	Additional Conditions of Tender			
	The additional conditions of Tender are:			
	A. Joint Venture			
	Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.			
	B. Costs incurred by Bidder			

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Clause number	Lander Data					
	The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.					
	C. Acceptance of Bid					
	The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason f the acceptance or rejection of a tender. The employer reserves the right to accept the whole work or part of the works.					
	D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award					
	Should a Tenderer					
	a) Withdraw his Tender during the period of its validity; or					
	b) Give notice of his inability to execute the Contract or fail to execute the Contract; or					
	 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; 					
	then the Tenderer shall be liable for and pay to the Employer –					
	 All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; 					
	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.					
	And the Employer shall have the right to recover such sums by set-off against any money we may be due or become due to the Tenderer, under this or any other tender or Contract between Employer and the Tenderer, or against any guarantee or deposit which may have been furnish by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liat to the Employer in terms of this Condition of Tender, the Employer may retain such more guarantee or deposit as security for any loss, which the Employer may sustain by reason of Tenderer's default.					
	Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.					
	E. Repudiation of Tender or Invalidation of Contract					
	If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of					

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Clause number	Tender Data				
	the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;				
	a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;				
	 b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; 				
	c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:				
	d) to refrain from Tendering for this Contract;				
	e) as to the amount of the Tender to be submitted by either party;				
	f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.				
	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.				
	F. South African Jurisdiction				
	The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.				
	Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.				
	G. Amendments to Tender by Employer				
	a) Arithmetical Errors				
	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):				
	 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, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.				
	b) Imbalance in Tender Rates				

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Tender No: MISA/WCD/PLM/003/2024/2025

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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT FOR DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

T2 Returnable documents

- T2.1 List of returnable documents
- **T2.2** RETURNABLE SCHEDULES
- 2.1 List of returnable documents
- A. T2 Returnable Documents Documentation to demonstrate eligibility to have tenders evaluated.

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

B. Returnable schedules required for tender evaluation purposes

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

- 1. SBD 1 Invitation to Bid
- 2. SBD 4 Declaration on Interest
- 3. SBD 6.1 Preference Points claim form
- 4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
- 5. CSD report Annexure
- 6. Tender's certificates Annexure

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TOR for the Appointment of a Contractor for the Implementation of Water Conservation and Demand Management for Dr Pixley Ka Isaka Seme Local Municipality in Mpumalanga (Installation of Bulk Water Meters)

- 7. Resolution for Signatory
- 8. Certificate of Joint Ventures
- 9. Schedule 1: Experience of the tenderer
- 10. Schedule 2: Experience of key person
- 11. Schedule 3: Plant and Equipment
- C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.
 - 1. Record of Addenda to Tender Documents
 - 2. Proposed Amendments and Qualifications
- D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award
 - 1. The offer portion of C1.1 Form of offer and acceptance
 - 2. Part 2 of C1.2 Contract data relevant to tenderer
 - 3. C2.2 Price List

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Tender No: MISA/WCD/PLM/003/2024/2025

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:		D/PLM/003/202			CLOSING DA		31 Octob 2024	TII	LOSING ME:	11:00
APPOINTMENT OF A CONTRACTOR FOR THE										
DECORUDEION			. PIXLEY KA	ISAKA	SEME LOCAL	MUNICIP	ality in Mpi	JMALANC	GA (INSTAL	LATION OF
DESCRIPTION: BULK WATER METERS) PID DESCRIPTION: BULK WATER METERS)										
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 1303 Heuwel Avenue, Riverside Office Park, First Floor Letaba House										
1000 Hours Atomic, Arterdice Office Fairs, First Floor Letaba House										
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:										
CONTACT PERSON		Anele Ndamase			CONTACT PERSON Anele Ndamase					
TELEPHONE NUMBER		012 8485 300			TELEPHONE	TELEPHONE NUMBER 012 8485 300				
FACSIMILE NUMBER					FACSIMILE N					
E-MAIL ADDRESS		tenders@mis	a.gov.za		E-MAIL ADDR	RESS	tenders	@misa.go	ov.za	
SUPPLIER INFORMATION	N									
NAME OF BIDDER										
POSTAL ADDRESS										
STREET ADDRESS							_		T	
TELEPHONE NUMBER		CODE			NUMBER					
CELLPHONE NUMBER										
FACSIMILE NUMBER		CODE		NUMBER						
E-MAIL ADDRESS										
VAT REGISTRATION NUM										
SUPPLIER COMPLIANCE STATUS		DMPLIANCE M PIN:		CENTRAL OR SUPPLIER						
	STOTEN			_	DATABA	ASE No:	MAAA			
B-BBEE STATUS LEVEL VERIFICATION CERTIFIC	ATE			EE STATUS LEVEL		[TIO	[TICK APPLICABLE BOX]		K]	
VERIFICATION CERTIFIC	AIC	☐ Yes	☐ No	SWUR	RN AFFIDAVIT			Yes	□ N	0
[A B-BBEE STATUS LE						IT (FOR	EMES & QS	Es) MUS	T BE SUB	MITTED IN
ORDER TO QUALIFY F	OR PREF	ERENCE POI	NTS FOR B	-BBEE					I	
1 ARE YOU THE ACCI	REDITED									□No
REPRESENTATIV		□Yes		2 ARE YOU A FO						
SOUTH AFRICA FOR THE GOODS /SERVICES		□No		SUPPLIER FOR /SERVICES /WORKS					OMPLETE NNAIRE	
/WORKS OFFERED?		[IF YES ENCLOSE PROOF]			BELOW 1			TVIV/AII \L		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?										
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES	□NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO] NO					
DOES THE ENTITY HAVE	ANY SOU	RCE OF INCOM	ME IN THE R	SA?] YES [] NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? 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.										

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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.

2. TAX COMPLIANCE REQUIREMENTS

Tender No: MISA/WCD/PLM/003/2024/2025

- 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."

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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

Tender No: MISA/WCD/PLM/003/2024/2025

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do	you, or any person connecte employed by the procuring in		elationship with any person who is
2.2.1	If so, furnish particulars:		
2.3 Do	•	n the enterprise have any inte	/ members / partners or any person erest in any other related enterprise YES/NO

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

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2.3.1	If so, furnish particulars:
3 DE	CLARATION
	I, the undersigned, (name)
3.2 I ur 3.3 The 3.4 In a	ave read and I understand the contents of this disclosure; inderstand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect; in ebidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ² will not be construed as collusive bidding. 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. 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.
	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 a	m 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

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 $^{^2}$ 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. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB:BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE. AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:
- (a) Price; and
- (b) Specific goals (B-BBEE Status Level of Contributor.)
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE STATUS LEVEL OF	20
CONTRIBUTOR)	
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser 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 purchaser.

2. **DEFINITIONS**

Tender No: MISA/WCD/PLM/003/2024/2025

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of (b) a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- "bid" means a written offer in a prescribed or stipulated form in response to an invitation (c)

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by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **(e) "EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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 or

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right) \qquad \text{or} \qquad Ps = 90 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

90/10

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	8	18

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3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6.	B-BBEE STATUS LEVEL	OF	CONTRIBUTOR	CLAIMED	IN	TERMS O	F P	ARAGRAP	PHS 1	۱.4
	AND 4.1									

6.1 B-BBEE Status Level of Contributor: .	=	(maximum of 10 or 20 p	oints
---	---	------------------------	-------

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)					
	YES		NO		

7.1.1	If yes	indicate:
7.1.1	II VES.	mulcale.

i)	What percentage of the contract will be subcontracted	.%
ii)	The name of the sub-contractor	
iii)	The B-BBEE status level of the sub-contractor	

iv)	Whether the	sub-contractor	is an	EME	or QSE
,					

(<u>Tick ap</u>	plica	ble box)	
YES		NO	

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	,	,
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

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Cooperative owned by black people				
Black people who are military veterans				
OR				
Any EME				
Any QSE				

8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name of company/firm:	
8.2	VAT registration number:	
8.3	Company registration number:	
8.4 TYPE OF COMPANY/ FIRM		
	□ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX]	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
0.6	COMPANY CLASSIFICATION	
8.6		
	☐ Manufacturer☐ Supplier	
	□ Professional service provider	
	☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]	
8.7	Total number of years the company/firm has been in business:	
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:	
	i) The information furnished is true and correct;	
	 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	

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- paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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 by the National Treasury 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

	SIGNATURE(S) OF BIDDERS(S)
DATE:	
ADDRESS	

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

Full name & Surname			
Identity number			
Hereby declare under oath	as follows:		
	is statement are to the best of Director / Owner of the follow		
Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"		of 2013 "Black People	powerment Act 53 of 2003 as e" is a generic term which means
	(a) Who are citizen or	s of the Republic of S	South Africa by birth or descent;
		tizens of the Republi	c of South Africa by
	naturalization- i. Before	27 April 1994; or	
			nd who would have been entitled to ralization prior to that
Practice issued under sec	Oath that as per Amended (ction 9 (1) of B-BBEE Act No		ne Amended Codes of Good nded by Act No 46 of 2013,
	% Black Owned	Owned	

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o Black Disabled %			
o Black Unemployed %			
o Black People living in Rural are			
o Black Military Veterans %		%	
	•	nent Accounts and other information available on the	
		<u>DD/MM/YY)</u> , the annual Total Revenue was equal t	o/or less
than the applicable amount confirmed	by tick	ring the applicable box below.	
Contractor / Consultancy	R10 r	million	
Supplier	R10 r	million	
If the turnover exceeds the applicable	amour	nt in the table above then this affidavit is no longer a	applicable
and an EME certificate must be obtain	ned fron	m a rating agency accredited by SANAS or when a	oplicable a
B-BBEE Verification Professional Reg	gulator a	appointed by the Minister of Trade and Industry.	
☐ Please confirm on the table below	v the B	BBEE level contributor, by ticking the	
applicable box.			
100% Black Owned		Level One (135% B-BBEE procurement	
		recognition level)	
At least 51% Black Owned but less than		Level Two (125% B-BBEE procurement	
100% black owned		recognition level)	
10070 Black Owned		1000g/miloff lovely	
Less than 51% black owned		Level Four (100% B-BBEE procurement	
2033 than 5170 black owned		recognition level)	
take the prescribed oath a on the owners of the ente	and con erprise we e valid fo	nts of this affidavit and I have no objection to sider the oath binding on my conscience and which I represent in this matter. or a period of 12 months from the	
Date:		Deponent Signature:	-
Commissioner of Oaths		-	
Signature & stamp			

Page **34** of **102**Initials: ___ A. ⋈. ⋈ Tender No: MISA/WCD/PLM/003/2024/2025

Date:

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

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRegs 2022) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

he undersigned,			
Full name & Surname			
Identity number			
	statement are to the		ledge a true reflection of the facts. ise and am duly authorized to act on
Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	Supplier / Service	provider	Consultancy services Supplier
Definition of "Black People"	Amended by Act N Africans, Coloured (a) Who are of or (b) Who becan aturalizari. If ii. (a)	o 46 of 2013 "Blas and Indians – citizens of the Reame citizens of the tion-Before 27 April 19	nomic Empowerment Act 53 of 2003 as ack People" is a generic term which means public of South Africa by birth or descent; e Republic of South Africa by 994; or ril 1994 and who would have been entitled to p by naturalization prior to that
• The Enterprise is• The Enterprise is	BBEE Act No 53 of 2% Black O% Black Fe% Owned I per the definition in	003 as Amended wned emale Owned by Black Designa	ated Group (provide Black Designated

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Tender No: MISA/WCD/PLM/003/2024/2025 Initials:_____

o Black Disabled % o Black Unemployed %	%	
o Black People living in Rural are		
o Black Military Veterans %	%	
financial year-end of	lanagement Accounts and other information available (DD/MM/YY), the annual Total Revenue was ed by ticking the applicable box below.	
Contractor / Consultancy services	R50 million	
Supplier	R50 million	
B-BBEE Verification Professional Reg ☐ Please confirm on the table below	ned from a rating agency accredited by SANAS or whe gulator appointed by the Minister of Trade and Industry the B-BBEE level contributor, by ticking the	• •
applicable box. 100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
take the prescribed oath a on the owners of the ente	e contents of this affidavit and I have no objection to and consider the oath binding on my conscience and rprise which I represent in this matter. e valid for a period of 12 months from the oner.	
Date:	Deponent Signature:	
Commissioner of Oaths Signature & stamp Date:		

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Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___

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

6. VALID CERTIFICATES OF A TENDERER

Tender No: MISA/WCD/PLM/003/2024/2025

(ATTACH HERE)

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Initials:____

7. RESOLUTION FOR SIGNATORY

a)

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

"By resolution of the bo	oard of directors passed at a meeting held on	
Mr/Ms	, whose signature appears below, has been duly authorised to	
sign all documents in o	connection with the tender for Contract No	
and any Contract whic	h may arise there from on behalf of (Block Capitals)	
	OF THE COMPANY:	
	Y AS:	
DATE:		
	NATORY:	
WITNESSES:		
DIRECTOR (NAMES)	SIGNATURE	
DIRECTOR (NAMES)	SIGNATURE	
DIRECTOR (NAMES)	SIGNATURE	
DIRECTÓR	SIGNATURE	
(NAMES) DIRECTOR	SIGNATURE	
(NAMES) 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):

Page **39** of **102** Initials:

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.							
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms							
PROJECT TITLE BID NO	MIS V/WCD/D	LM/003/2024/2025					
NAME OF FIRM		ADDRESS	DULY AUTHORISED SIGNATORY				
Lead partner:		ADDRESS	Signature				
			Signature. Name Designation				
			Signature Name Designation				
			Signature Name Designation				

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9. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER (40 POINTS)

a) Requirements

The experience of the tenderer as a company (as opposed to key staff members) in the installation of bulk water meters and water reticulation projects as a main contractor for municipalities and organs of state.

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

b) Points Scoring

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

Project points allocation

No	Project Value	Points per Project					
a)	R500 000 - R1 000 000	2 points					
b)	R1 000 001 - R3 000 000	4 points					
c)	R3 000 001 and R6 000 000	6 points					
d)	R6 000 001 and above	8 points					

(b) **Means of Verification:** Tenderers are requested to submit completion certificates and corresponding appointment letters

(c) Listing of Completed Projects

Tender No: MISA/WCD/PLM/003/2024/2025

Tenderers are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF TENDERER'S EXPERIENCE** appended to this schedule on the next page.

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SCHEDULE OF TENDERER'S EXPERIENCE

No	Name and Brief Description of the Project	Value in	D	ate		Employer		
		Rands	Started Con		Name of employer	Contact Pe	rson	
		R'000				Name and Surname	Tel. No	
1.								
2.								
3.								
4.								

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nitials:	A. W.r

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

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

Tender No: MISA/WCD/PLM/003/2024/2025

TENDERERS 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.

Name of Tenderer:	Date:
Signature:	Position:
Full name of signatory:	

Initials: ___ A. W. N

10. Evaluation schedule 2: Experience of Key Personnel (45 Points)

a) Summary

Total Points 45 points for key personnel is allocated as follows

- Contracts Manager = 15
- **Site Agent =** 15
- Fitter & Turner = 10
- Construction H&S Officer = 5
- Total = 45

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) All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 ECC
- 2) General experience (total duration of work activity), level of education and training and positions held.
- 3) The education, training, skills, experience and knowledge of issues which are pertinent to the **Part C3:Scope of Work**.
- 4) The experience of the key personnel must be post-qualification

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

Tenderers are requested to list key personnel by completing **SCHEDULE OF KEY PERSONNEL** appended to this schedule on the next page.

Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

e) Scoring

Key Personnel Requirements (45 points)

No	Key Personnel	=	Points
1.	Contracts Manager	_	(15 points)
1.	Contracts Manager Requirements	=	(15 points)
	Minimum qualification = National Diploma in Civil or Mechanical Engineering		
	Minimum years of experience after qualification = 5 years		
	Professional Registration requirements: SACPCMP or ECSA		
1.1	Experience	=	10 points
a)	Below 5 years	=	0 points
b)	5 to below 7 years	=	5 points
c)	7 to below 9 years	II	7 points
d)	9 years and above	=	10 points
1.2	Qualifications	II	5 points
a)	National Diploma in Civil or Mechanical Engineering		3 points
b)	Bachelor's or B Tech Degree or above in Civil or Mechanical Engineering	=	5 points
2.	Site Agent	=	(15 points)
	Requirements Minimum qualification = N6 in Civil or Mechanical Engineering Minimum years of experience after qualification = 3 years		
2.1	Experience	=	5 points
a)	Below 3 years	=	0 points
b)	3 to below 5 years	=	5 points
c)	5 years and above	=	10 points
2.2	Qualification	=	5 points
a)	N6 in Civil or Mechanical Engineering	=	3 points
b)	Diploma in Civil or Mechanical Engineering	=	5 points
3.	Fitter & Turner	=	(10 points)
	Requirements		
	Minimum qualification = Certified Fitter & Turner		
0.4	Minimum years of experience after qualification = 3 years		F
3.1	Experience	=	5 points
a)	Below 3 years	=	0 points
b)	3 to below 5 years	=	3 points
c)	5 years and above	=	5 points
3.2	Qualification	=	5 points
a)	No Certification	=	0 points
b)	Certified Fitter & Turner	=	5 points
			1

No	Key Personnel	=	Points
4	Construction Health and Safety Officer	=	(5 points)
	Requirements		
	Minimum qualification = National Diploma in Safety Management (NQF 6)		
	Minimum years of experience after qualification = 3 years		
	Professional Registration requirements: Registration with SACPCMP as		
	Construction Health and Safety officer (CHSO)		
4.1	Experience	=	3 points
a)	Below 3 years	=	0 points
b)	3 to below 6 years	=	1 point
c)	6 years and above	=	3 points
4.2	Qualification	=	2 points
a)	National Diploma in Safety Management (NQF 6)	=	1 point
b)	B-Tech in Safety Management or above	=	2 points

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SCHEDULE OF PROPOSED PERSONELL

No	Key Personnel	Name and Surna	ıme	Qualifications and Pro Professional body	of of Registration with	Total Number years experience after Qualificati	
1	Contracts Manager						
2	Site Agent						
3	Fitter & Turner						
				Qualification:			
4	Construction Health and Safety Officer			Name of Professional Bo	ody:		
				Date Registered:			

Means of Verification: Tenderers 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 tenderer.

TENDERERS 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.

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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 Tenderer:
Signature:Position:
Full name of signatory:

11. **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 Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must complete the table below for availability of plant and equipment.

Type of Equipment (Owned or Hired)	Total Points		
TLB (9 points) (1 required)	9		
LDV (3 points each) (2 required)	6		

b) Means of Verification:

- 1. In case where plant is owned by the Tenderer, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.
- 2. In case where plant is owned by the director of the tendering company, a letter from the Director must be attached as proof that the plant will be used for this project.
- 3. In case where the plant is to be hired by the Tenderer, a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached. 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 hiring company
- 4. In case where the Tenderer own part of the required plant and part will be hired, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.
- 5. In cases where proof of ownership cannot be provided in the form of E-Natis registration documents due to the nature of the plant and equipment, a supplier invoice in the name of the bidder or the hiring company will be acceptable as proof of ownership.

Note: No other proof of ownership will be considered

c) Listing of required plant and equipment

Tender No: MISA/WCD/PLM/003/2024/2025

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

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SCHEDULE OF PLANT AND EQUIPMENT

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	TLB (9 points) (1 required)	1	9		
2.	LDV (3 points each) (2 required)	2	6		
	Total				

TENDERERS 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 tenderer.

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 tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct

Name of Tenderer:	Date:
Signature:	Position:
Full name of signatory:	

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

12. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Date **Title or Details** 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

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Signed	Date
Name	Position
Tenderer	

Attach additional pages if more space is required.

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13. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed	Date
Name	 Position
Tenderer	

Tender No: MISA/WCD/PLM/003/2024/2025

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

The Contract

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

Reference no: MISA/WCD/PLM/003/2024/2025

Based on

NEC 3: Engineering and Construction Contract (Option B: Priced Contract with bill of quantities)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Securities: Performance bond

C1.3 Securities: Reducing Value Guarantee

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Tender No: MISA/WCD/PLM/003/2024/2025 Initials:_____

C 1.1 Form of offer and acceptance

OFFER

Tender No: MISA/WCD/PLM/003/2024/2025

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

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

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

Total Amount:	(in figure),	
	(in words).	
•	be accepted by the <i>Employer</i> by signing the Acceptance part of this Form of Offer and <i>i</i> ne copy of this document including the Schedule of Deviations (if any) to the tendere	•
end of the perio	od of validity stated in the Tender Data, or other period as agreed, whereupon the	ne tenderer
becomes the pa	arty named as the <i>Contractor</i> in the conditions of contract identified in the Contract Da	ata.
Signature(s)		
Nome (a)		
Name(s)		
Capacity		
. ,		
For the		
tenderer:		
	(Insert name and address of organisation)	
Name &	(moort name and address of organisation)	
signature of witness	Date	
MILLIE22		

Initials: A. W. N

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ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

Signature(s)

Tender No: MISA/WCD/PLM/003/2024/2025

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

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

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

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

.....

3 ()		
Name(s)	Ms. Mapatane Kgomo	
Capacity	Chief Executive Officer	
for the Employer	1303 Heuwel Avenue Riverside Office Park, Letaba House Centurion, PRETORIA 0046	
Name & signature of witness		
		Date:

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Initials: ___ A. w. w

Schedule of Deviations
1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details
5 Subject
Details
By the duly authorised representatives signing this agreement, the <i>Employer</i> and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the <i>Employer</i> during this process of offer and acceptance.

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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

C1.2 CONTRACT DATA

The Conditions of Contract are the core clauses and the clauses for main Option B, 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 The Employer is Municipal Infrastructu		Municipal Infrastructure Services Agent	
	Physical Address:	Letaba House, Riverside Office Park	
		1303 Heuwel Avenue, Centurion, Pretoria	
	0046		
	Postal Address:	Private Bag X105, Centurion 0046	
	Telephone:	012 848 5300	
10.1 The Project Manager is Chief Engineer Mpumalang		er is Chief Engineer Mpumalanga	
	Physical Address:	ess: Letaba House, Riverside Office Park	
		1303 Heuwel Avenue, Centurion, Pretoria 0046	
	Postal Address:	s: Private Bag X105, Centurion 0046	

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Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

Clause		Data	
	Telephone:	012 848 5300	
10.1	The Supervisor is Ms	s Alpha Nhambure	
	Physical Address:	Letaba House, Riverside Office Park	
		1303 Heuwel Avenue, Centurion, Pretoria 0046	
	Postal Address:	Private Bag X105, Centurion 0046	
	Telephone:	012 848 5300	
11.2 (1)	Data or the latest acc	amme is the programme identified in the Contract epted by the Project Manager. The latest accepted des previously accepted programmes.	
11.2 (13)	The works are as des	scribed in Part C3: Scope of Work.	
11.2 (14)	The following matters	s will be included in the Risk Register.	
11.2 (15)		e site are the area covering the reticulation piping plants, including the three storage tanks.	
11.2 (16)	The Site Information in document	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 law of the contract is the law of the Republic of South Africa		
13.1	The language of this contract is English		
13.3	The period of reply 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 Subcontractor 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 Subcontractor with a CIDB Grading equal to the subcontracted works (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		

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Clause	Data	
30.1	The starting date is 14 days after the issuance of the appointment letter.	
33.1	The access date 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 Five (5) calendar months after the issue of appointment letter.	
31	The <i>Contractor</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.	
32	The <i>Contractor</i> submits revised programme at intervals no longer than 4 weeks.	
4	Testing and Defects	
42	The defects date 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 assessment interval is monthly on or before the 20 th day of each successive month.	
51.1	The currency of this contract is the South African Rand.	
51.2	Each certified payment is made within 30 days of the receipt of invoice.	
51.4	The interest rate is the Prime lending rate of the Employer's Bank.	
6	Compensation events	
60.1 (13)	The place where the weather is to be recorded is Dr Pixley Ka Isaka Seme Local Municipality, Gert Sibande District and nearest weather station.	
60.1 (13)	The weather measurements to be recorded for each calendar month are The cumulative rainfall (mm) The number of days with rainfall more than 7mm	
7	Title	
	No data required for this section of the conditions of contract.	
70.2	80% of the value of materials on site could be claimed by the contractor. Proof of ownership of material and delivery notes must be provided for claims to be certified.	

Clause	Data			
8	Indemnity, Insurance and Liabilities			
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2			
84.2	The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC			
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination	
	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the defects date.	
	Loss of or damage to Equipment	The replacement cost	Till the end of the completion date.	
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the completion date.	
85.1	Before the starting date and of applicable insurance policies. The certificates are signed broker	s to the Project Manage	er for acceptance.	

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Clause	Data
86.1	The Employer provides no insurance cover.
9	Termination There is no Contract Data required for this section of the conditions of contract.
10	Data for main Option clause
В	Priced Contract with Bill of Quantities
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 adjudicator nominating body 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 tribunal is arbitration
W1.4	The arbitration procedure 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.
	The place where arbitration is to be held is to be Advised
	The person or organisation who will choose an arbitrator
	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 X1	Price adjustment for Inflation
X1.1	Contract Price Adjustments/Increases (CPA/CPI)
	No CPA or CPI will apply for this contract
X1.1(a)	The base date for indices is:
	 for the annual rate for key person: the starting date for the contract. for the adjustment to the total of Prices: the starting date of the project.

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

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Clause		Data
proportion	linked to index for	Index prepared by
	People	Consumer Price Index: index numbers and year on year rates " for index as published in the Statistical Release, P0141 Table B of Statistics South Africa
	Equipment	Mining and construction plant and equipment price index for Lifting and handling equipment and parts thereof as published in the Statistical Release P0151.1 Table 4 of Statistics South Africa
	Plant and materials	Construction input price index (CIPI): material purchases by type of service for construction of buildings as published in the Statistical Release P0151.1 Table 2
		of Statistics South Africa -
	Fuel (Diesel)	The diesel whole sale price for Zone 4A – Eshowe (KwaZulu Natal) published on the website www.energy.gov.za/files/petroleum_frame.html
0.15	Not Adjustable	
1.00		

The Price Adjustment Factor is not applied to:

- the special materials identified by the Contractor in the Package Order which are increased or decreased by the net amount of any documented variation incurred after the base date on the basis set out in such data; and
- specialist subcontracts where contracts are invited by the Employer's professional team on a fixed price basis

X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	The <i>delay damages</i> for completion of the wholes of the works are R2,000.00 per calendar day
Option X13	Performance Bond
X13	The amount of the performance bond is 10% of value of Contract
Option X16	Retention

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

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Clause		Data
	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability
	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices
	Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the works
	Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the works 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

Tender No: MISA/WCD/PLM/003/2024/2025

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*

Initials: A.N.N

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	The Contractor is		
	Name:		
	Physical Address:		
			Post Code:
	Postal Address:		Post Code:
	Telephone:	Fax:	
	Mobile:	Email:	
11.2 (8)	The Direct fee percentage is		
11.2 (8)	The subcontracted fee percenta	age is	
11.2 (18)	The working areas are the site	and	
24.1	The Contractor's key persons a	re:	
	1 Name:		
	Position in the Project T	eam:	
	Responsibilities:		
	Qualifications:		
	Experience:		
	Physical Address:		
			Post Code:
	Postal Address:		Post Code:

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Mobile: Email:		Telephor	ne: Fa	X:	
No Position in the Project Name of the Resource 1 Contracts Manager 2 Site Agent 3 Fitter & Turner 4 Construction H & S officer 11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is		Mobile: _	Email:		
1 Contracts Manager 2 Site Agent 3 Fitter & Turner 4 Construction H & S officer 11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is			_	this clause for detailing this	information for all
2 Site Agent 3 Fitter & Turner 4 Construction H & S officer 11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is		No	Position in the Project	Name of the Resource	
3 Fitter & Turner 4 Construction H & S officer 11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is		1	Contracts Manager		
11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is		2	Site Agent		
11.2(14) The following matters will be included in the Risk Register 11.2 (21) The bill of quantities is		3	Fitter & Turner		
11.2 (21) The <i>bill of quantities</i> is		4	Construction H & S officer		
The percentage for overheads and profit added to the Defined Cost for people is%	11.2 (21)	The bill of quantitie	9s is		
	11.2 (31)	The tendered total	of the Prices is		
52.1 The percentage for overheads and profit added to other Defined Cost is%	52.1	The percentage fo	r overheads and profit added to t	he Defined Cost for people is	%
					0/

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PROJECT: Appointment of a contractor for the provision of potable water supply to the settlements of farm Pniel 281, Barkley West in the Northern Cape

C1.3 SECURITIES: PERFORMANCE BOND

of physical address

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

(15 25 14 25 25 25 25 25 25 25 25 25 25 25 25 25			
{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 Employer} (the Employer) and			
{Insert registered name and address of the Contractor} (the Contractor), for			
	(the Contractor), for		
{Insert details of the works from the Contract Data} (the works).	(the works).		
I/We the undersigned			
on behalf of the Surety			

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Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

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:

- 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.
- We renounce all benefits from the legal exceptions "Benefit of Excursion 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:

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Signed at 	day of	200_
Signature(s)		
Name(s) (printed)		
Position in Surety company		
Signature of Witness(s)		
Name(s) (printed)		

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PROJECT: Appointment of a contractor for the provision of potable water supply to the settlements of farm Pniel 281, Barkley West in the Northern Cape

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	e made between	
{Insert registered name and address of the Employer}	(the <i>Employer</i>) and	
{Insert registered name and address of the Contractor}	(the <i>Contractor</i>), for	(the <i>Contractor</i>), for
{Insert details of the works from the Contract Data}	(the works).	(the works).
I/We the undersigned		
on behalf of the Surety		
of physical address		

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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:

- 8. 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.
- 9. We renounce all benefits from the legal exceptions "Benefit of Excursion 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.

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

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Signed at	on this	day of	200_
Signature(s)			
lame(s) (printed)			
Position in Surety company			
CAC ()			
Signature of Witness(s)			

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

PART C2: PRICING DATA

PART C2: Pricing Data

C2.1 Pricing Instructions

Tender No: MISA/WCD/PLM/003/2024/2025

C2.2 Schedule of Quantities

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PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

Tender No: MISA/WCD/PLM/003/2024/2025

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

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Initials:	A.W.r
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- 12. Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
- 13. 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.
- 14. 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 labourintensive 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.
- 15. 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.
- 16. 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.
- 17. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 18. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit The unit of measurement for each item of work as defined in the

Standardized, Project or Particular Specifications

Quantity The number of units of work for each item

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

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

An amount tendered for an item, the extent of which is described in the Bill of Sum

Quantities, the Specifications or elsewhere, but of which the quantity of work

is not measured in units

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

millimetre mm

metre m

km kilometre

km-pass kilometre-pass

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m² = square metre

m²-pass = square metre-pass

ha = hectare

m³ = cubic metre

m³-km = cubic metre-kilometre

kW = kilowatt
kN = kilonewton
kg = kilogram

t = ton (1 000 kg)

% = per cent

MN = meganewton

MN-m = meganewton-metre

Sum = Sum

PC Sum = Prime Cost Sum

Prov Sum = Provisional Sum

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C2.2 BILL OF QUANTITIES

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

	BILL OF QUANTITIES
PROJECT:	PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (R)	COST (R)
1.	PRELIMINARY & GENERAL ITEMS				
1.1	Fixed Charge Items				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	Site Establishment, Facilities on Site, Tools & Equipment	Sum	1		
1.2	Time Related Items				

Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

	T	1	1				
1.2.1	Operation and Maintenance of facilities on site, communication, supervision for duration of contract, site de-establishment,	months	5				
1.3	Compliance with Health & Safety and Environmental Regulations	Sum	1				
1.4	Payment for Community Liaison Officer	Months	5	7 000,00	35 000,00		
1.5	Accredited Training for Meter Installation	Prov. Sum	1	30 000,00	30 000,00		
1.6	Contractor's Profit & Attendance on 1.4 &1.5 above	%	65 000,00				
*Note:	All meter sizes and quantities must be verified before p	lacing an order.					
2.	AMERSFOORT WATER SUPPLY SCHEME						
2.1	Supply and Install Electromagnetic bulk water meters as per Annexure B; (rate to include excavations, backfilling, concrete manhole construction, all required accessories and testing)						
2.1.1	150mm	No.	2				
2.1.2	200mm	No.	3				
2.1.3	250mm	No.	1				

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Tender No: MISA/WCD/PLM/003/2024/2025

2.2	Meter replacement: Supply and Install Electromagnetic bulk water meters as per Annexure B on the following pipe sizes; (rate to include pumping out water from manholes, repairs to broken manholes, all required accessories and testing)					
2.2.1	150mm	No.	4			
2.2.2	250mm	No.	8			
2.2.3	300mm	No.	2			
2.2.4	350mm	No.	2			
	Sub-Total 2: Amersfoort Water Supply Scheme (T	o be Carried to	Summary)			
	,					
3.	VOLKSRUST WATER SUPPLY SCHEME					
3.1	Supply and Install Electromagnetic bulk water meters as per Annexure B; (rate to include excavations, backfilling, concrete manhole construction, all required accessories and testing)					
3.1.1	200mm	No.	1			
3.2	Meter replacement: Supply and Install Electromagnet include pumping out water from manholes, repairs to					
3.2.1	250mm	No.	2			
3.2.2	350mm	No.	1			
	Sub-Total 3: Volksrust Water Supply Scheme (To	be Carried to S	Summary)			

Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

4.	VUKUZAKHE WATER SUPPLY SCHEME					
4.1	Supply and Install Electromagnetic bulk water meters construction, all required accessories and testing)	as per Annexur	e B; (rate to i	nclude excavations, bacl	kfilling, concrete manhole	
4.1.1	250mm	No.	1			
4.1.2	350mm	No.	2			
4.2	Meter replacement: Supply and Install Electromagneti include pumping out water from manholes, repairs to be					
4.2.1	250mm	No.	1			
	Sub-Total 4: Vukuzakhe Water Supply Scheme (To be Carried to Summary)					
5.	WAKKERSTROOM WATER SUPPLY SCHEME					
5.1	Supply and Install Electromagnetic bulk water meters as per Annexure B; (rate to include excavations, backfilling, concrete manhole construction, all required accessories and testing)					
5.1.1	200mm	No.	2			
5.2	Meter replacement: Supply and Install Electromagnetic bulk water meters as per Annexure B on the following pipe sizes; (rate to include pumping out water from manholes, repairs to broken manholes, all required accessories and testing)					

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5.2.1	150mm	No.	2			
	Sub-Total 6: Engineering Services (To be Carried to Summary)					

Tender No: MISA/WCD/PLM/003/2024/2025 Initials: ___ A. N. N

Summary of BOQ

Item	Description	Amount (R-c)
1	Sub-Total 1 Preliminary and General	
2	Sub-Total 2 Amersfoort Water Supply Scheme	
3	Sub-Total 3 Volksrust Water Supply Scheme	
4	Sub-Total 4 Vukuzakhe Water Supply Scheme	
5	Sub-Total 5 Wakkerstroom Water Supply Scheme	
	Sub-Total	
	Add 15% Vat	
	Total to be carried to the Form of Offer and	
	Acceptance	

Note: This project is labour-intensive. The Contractor must allow for minimum twelve (12) local general workers to work and be trained on the project. The minimum rate of payment is R 200 per day. The general workers must be taken from the area where the meters are being installed, in line with Municipal labour employment policies. Moving the same team from one area to the next will not be acceptable

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

- 1. DESCRIPTION OF WORKS
 - 1.1. Background
 - 1.2. Employer's objectives
 - 1.3. Overview of the works
 - 1.4. Extent of the works
 - 1.5. Location of the works
 - 1.6. Beneficiaries

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1.7. Socio Economic Benefits

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2. PROJECT SPECIFICATIONS

- 2.1. General
 - 2.1.1. Standard and Varied Specifications
 - 2.1.2. Standard Specifications
- 2.2. Amendments/Variations to the Standard Specifications
 - 2.2.1. Particular Specifications
 - 2.2.2. Generic Labour-Intensive Specification (PLI)
 - 2.2.3. Occupational Health and Safety Specification
 - 2.2.4. Environmental Specification (PZ)
- 2.3. Contract And Standard Drawings
- 3. TIME FRAMES
- 4. TESTS AND SITE INVESTIGATION
- 5. GENERAL REQUIREMENTS OF THE TENDERER
- 4. INFORMATION PROVIDED BY THE EMPLOYER
- 5. EMPLOYER'S DESIGN
- 6. LABOUR INTENSIVE CONSTRUCTION
- 7. SUBCONTRACTING
- 8. EXISTING SERVICES
- 9. PERMITS AND WAY LEAVES
- 10. STAKEHOLDER MANAGEMENT
- 11. PROJECT STEERING COMMITTEE AND COMMINITY OFFICER
- 12. EMPLOYMENT OF LABOUR
- 13. RISK MANAGEMENT
- 14. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURE

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PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1. BACKGROUND

Dr Pixley Ka Isaka Seme Local Municipality is a Category B municipality situated within the Gert Sibande District in the Mpumalanga Province of the Republic of South Africa. It is bordered by Msukaligwa Local Municipality in the north, the Free State and KwaZulu-Natal Provinces in the south, Mkhondo Local Municipality in the east and Lekwa Local Municipality in the west. It is one of the seven municipalities that make up the district, accounting for 16% of its geographical area. It covers an area of 5 227km². It is composed of the following administration units; Amersfoort, Perdekop, Volksrust, Daggakraal and Wakkerstroom. Dr Pixley Ka Isaka Seme Local Municipality is both a Water Services Authority and Water Services Provider. It therefore has a responsibility of providing sustainable and reliable portable water supply for its jurisdiction.

The municipality planned to implement a water conservation & water demand management (WC/WDM) programme commencing from the 2022/23 financial year (FY). A WC/WDM plan was recently developed by Municipal Infrastructure Support Agent (MISA) in conjunction with the municipality. However, there was no funding available to implement the programme.

In its 2024/25 FY, MISA availed a budget to assist the Municipality in the installation of Bulk Water Meters.

2. LOCATION OF BENEFICIARY MUNICIPALITY

The target area falls under the jurisdiction of the Dr Pixley Local Municipality in Gert Sibande District of Mpumalanga Province. Volksrust is the seat of the Municipality offices with coordinates 26°33′S 29°10′E.

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Dr Pixley Ka Isaka Seme Local Municipality Locality Plan



3. EMPLOYER'S OBJECTIVE

MISA's objective is to appoint a contractor for the installation of Bulk Water Meters in Dr Pixley Ka Isaka Seme Local Municipality, Gert Sibande District in the Mpumalanga Province.

Ultimately the objective is to appoint a suitably experienced civil engineering or mechanical engineering contractor to implement the works.

4. OVERVIEW OF THE WORKS

The project involves installation and replacement of approximately 34 Electromagnetic bulk water meters divided into installation of twelve (12) new Electromagnetic bulk water meters and replacement of twenty-two (22) existing Electromagnetic bulk water meters. The contractor will be responsible for the complete project implementation.

5. EXTENT OF THE WORKS

Annexure A shows schematic layouts of the Water Supply Schemes in Dr. Pixley Ka Isaka Seme Local Municipality. Meters will be installed in the following areas;

- a) Volksrust
- b) Vukuzakhe
- c) Wakkerstroom
- d) Amersfoort
- e) Daggakraal
- f) Perdekop

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The Contractor will be responsible for exposing all the pipework to assess and confirm the pipe sizes and meter positioning, as required by the Client. The rate for doing so must be built in the bill of quantities rate.

6. DELIVERABLES

Deliverables by the Contractor are as follows;

- All Contractual Obligations
- Signed Contract
- Monthly Progress Reports
- Approximately Twelve (12) newly installed and twenty-two (22) replaced water meters.
- Training Municipal Staff
- Operational and Maintenance Manuals

7. BENEFICIARIES

The project will benefit 115 304 people and 32 972 households in throughout the Municipality as indicated in the table below.

Major Municipal Towns	Number of households	Population (estimated)
Volksrust	2 936	10 270
Vukuzakhe	8157	28 526
Amersfoort	3 424	11 978
Perdekop	6 571	22 978
Daggakraal	9 234	32 290
Wakkerstroom	2 650	9 262
Total	32 972	115 304

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8. DESCRIPTION OF SITE AND ACCESS

The Table below shows the project areas and site coordinates;

	Amersfoort WTW	Volksrust WTW	Vukuzakhe WTW	Wakkerstroom WTW
Year Constructed	1997	1963	1986	1997
EUL (Years)	55	55	55	55
Water Management Area	Upper Vaal WMA	Thukela WMA	Thukela WMA	Thukela WMA
Licence Status	Licenced	Licenced	Licenced	Licenced
Class of Works	Class C	Class C	Class C	Class C
Location (Coordinates)	Amersfoort	Volksrust	Vukuzakhe	Wakkerstroom
	27°04'19.4"S;29°52'43.9"E	27°22'23.5"S;29°51'52.2"E	27°21'35.8"S;29°54'56.2"E	27º20'22.4"S;30º09'26.6"E
Abstraction Source	Amersfoort Dam	Schuilhoek, Balfour & Mahawane	Mahawane Dam	Martins Dam
		Dam(emergency supply)		
Supply Source	Schulpspruit River	Various Rivers	Mahawane River &	Wakkerstroom River
			Zaaihoek Dam(Emergency)	
Areas Supplied	Amersfoort; Ezamokuhle;	Volksrust	Vukuzakhe & Parts of	Wakkerstroom
	Daggakraal; Perdekop;	Charlestown (KZN)	Volksrust from the	Esizameleni
	DPKISLM		reticulation network	
Designed Capacity	4.6 ML/day	4 ML/day	4 ML/day	2 ML/day

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9. TIME FRAMES

The project duration from site handover to certificate of completion shall be five (5) calendar months.

10. SOCIO ECONOMIC BENEFITS

Туре	No
Work Opportunities	12

11. STANDARD SPECIFICATIONS

The Specifications on which this contract is based are the SANS 1200 Standardised Specifications (hereafter referred to as the Standard Engineering Specifications). This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

The following SANS specifications shall apply for the construction of the Works:

SANS 1 200 A General

SANS 1 200 AB Engineers Office

SANS 1 200 C Site Clearance

SANS 1 200 D Earthworks

SANS 1 200 DB : **Earthworks (Pipe Trenches)**

SANS 1 200 DK Gabions and Pitching

SANS 1 200 DM Earthworks (Roads, Subgrade)

SANS 1 200 G Concrete

SANS 1 200 GE Precast concrete

SANS 1 200 HA Structural Steelwork (small works)

SANS 1 200 H Structural Steelwork

SANS 1200 HB Cladding and Sheeting

SANS 1 200 L : Medium pressure pipelines

SANS 1 200 LB Bedding (Pipes)

SANS 1 200 LC Cable ducts

SANS 1 200 MF Base

SANS 1 200 MJ Precast paving

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SANS 1 200 MK Kerbing and channelling

SANS 1 200 MM Ancillary Road works

SANS 1 200 LE Stormwater drainage

SANS 1 200 LF Erf connections

Wherever any reference is made to the South African Bureau of Standards (SABS) in either the Bill of Quantities or the document, this reference shall be deemed to read "SANS standard"

The following SANS specifications are also applicable to this contract:

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works

Part 2: Accommodation of Traffic on Public Roads Occupied by the

Contractor

Structural Steelwork Part 3:

Part 6: **HIV/AIDS** Awareness

SANS 10396: 2003: Preferential Construction Procurement Policies using Targeted

Procurement Procedures

Targeted Construction Procurement SANS 1914-1 to 6 (2002):

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts

General Engineering and Construction Works and where Part 1:

accommodation of traffic is involved

The Tenderer is expected to be in possession of a copy of the Standard Specifications. The successful Tenderer will be required to provide a full set of the applicable standard specifications at the commencement of the Contract which is to be kept available on site at all times.

Copies of the "Standardised Specification for Civil Engineering Construction" SANS 1200 are available from the:

South African Bureau of Standards Private Bag X191 Pretoria, 0001

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12. GENERAL REQUIREMENTS OF THE TENDERER

11.1 Management requirements

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.

11.2 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.

11 MANAGEMENT

11.1 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.

11.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the

Occupational Health and Safety Specification for Construction Works Contracts.

11.3 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

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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.

11.4 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and

employment of local labour.

11.5 Communications

All communications with the Employer which are made in terms of the contract should be

made using the standard templates provided by MISA.

11.6 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.

11.7 Vendor registration

The Contractor shall complete vendor registration forms before the first assessment date.

Such forms and the submission requirements shall be obtained from the Employer.

13. TEMPORARY WORKS

No temporary works will be required on the project.

14. ENGINEERING DESIGN SERVICES AND ACTIVITY MATRIX

The Contractor will be required to submit the activity matrix for his works.

15. EMPLOYER'S DESIGN

No designs will be required.

16. DESIGN BRIEF - DRAWINGS

Refer to Annexure A: Typical Detail

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17. DESIGN PROCEDURES

No designs will be required.

18. SUBCONTRACTING

If the Contractor subcontracts work, he is required to submit a signed agreement with proposed Subcontractor 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.

19. CONSTRUCTION

Construction works to be executed as per the given scope of works and typical detail.

20. WORKS SPECIFICATIONS APPLICABLE SANS 2001

Water meters must comply with SANS 1529 (various parts) and must be approved in terms of the Legal Metrology Act - Act No 9 of 2014 (class C meters).

21. PLANT AND MATERIALS

The Contractor shall provide all the required plant and material.

22. CONSTRUCTION EQUIPMENT

The Contractor shall provide all the required construction equipment.

23. EXISTING SERVICES

The Contractor will be required to deal with all existing services as required.

24. SITE ESTABLISHMENT

The Municipality will provide a site for the Contractor to establish.

25. SITE USAGE

The Contractor shall be responsible for site maintenance and security.

26. PERMITS AND WAY LEAVES

The Contractor shall obtain all permits and wayleaves that may be required.

27. ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor to notify the Employer of all changes that may required for successful execution of the works.

28. INSPECTION OF ADJOINING PROPERTIES

The Contractor shall inspect all adjoining properties where required.

29. WATER FOR CONSTRUCTION PURPOSES

Water for construction shall be provided by the Contractor.

30. SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor shall ensure proper surveying and setting out of the works as required by the employer.

31. MANAGEMENT OF THE WORKS APPLICABLE SANS 1921 STANDARDS

The Contractor shall manage the works using the SANS 1921 standards.

32. STAKEHOLDER MANAGEMENT

Be required to participate in regular progress meetings with the client and other stakeholders.

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33. PROJECT STEERING COMMITTEE AND COMMINITY OFFICER

The Contractor will be expected to work with the project steering committee and a community Liaison Officer who will be appointed for the project.

34. EMPLOYMENT OF LABOUR

General work will be conducted by local labour. Hiring of local labour shall be done in conjunction with the Municipality and the Community Liaison Officer.

35. LABOUR INTESIVE CONSTRUCTION

This project is a labour-intensive project. The Contractor must allow for minimum twelve (12) local general workers to work and be trained on the project.

36. RISK MANAGEMENT

The Contractor is responsible for managing project risks.

37. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/WCD/PLM/003/2024/2025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE IMPLEMENTATION OF WATER CONSERVATION AND DEMAND MANAGEMENT FOR DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY IN MPUMALANGA (INSTALLATION OF BULK WATER METERS)

PART C4: SITE INFORMATION

C4.1	LOCALITY PLAN
C4.2	CONDITIONS ON SITE
C4.3	TEST RESULTS
C4.4	CONSTRUCTION
C4 5	FOLIPMENT SPECIFICATION

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C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

Works will be executed at treatment works, pumpstations and reservoir sites.

C4.3 TEST RESULTS

No test results will be required.

C4.4 CONSTRUCTION

Construction works shall be executed as per the given scope of works

C4.5 EQUIPMENT SPECIFICATION

The Contractor shall provide the required equipment as stipulated but not limited to the listing under Schedule 9.

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ANNEXURE A – DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY WATER SUPPLY SCHEMES SCHEMATIC LAYOUTS

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Figure 1: Amersfoort Water Supply Scheme

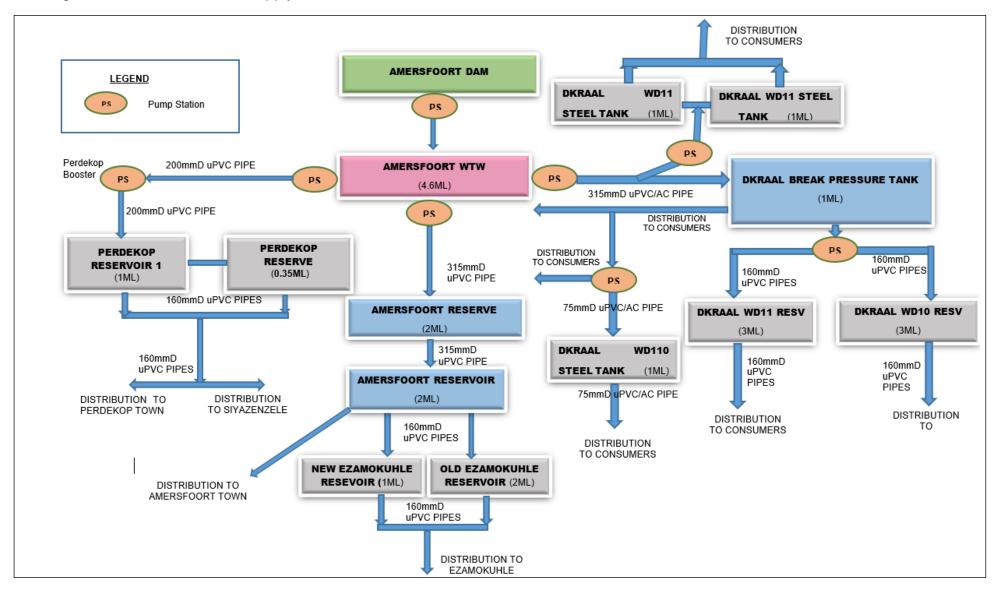


Figure 2: Volksrust Water Supply Scheme

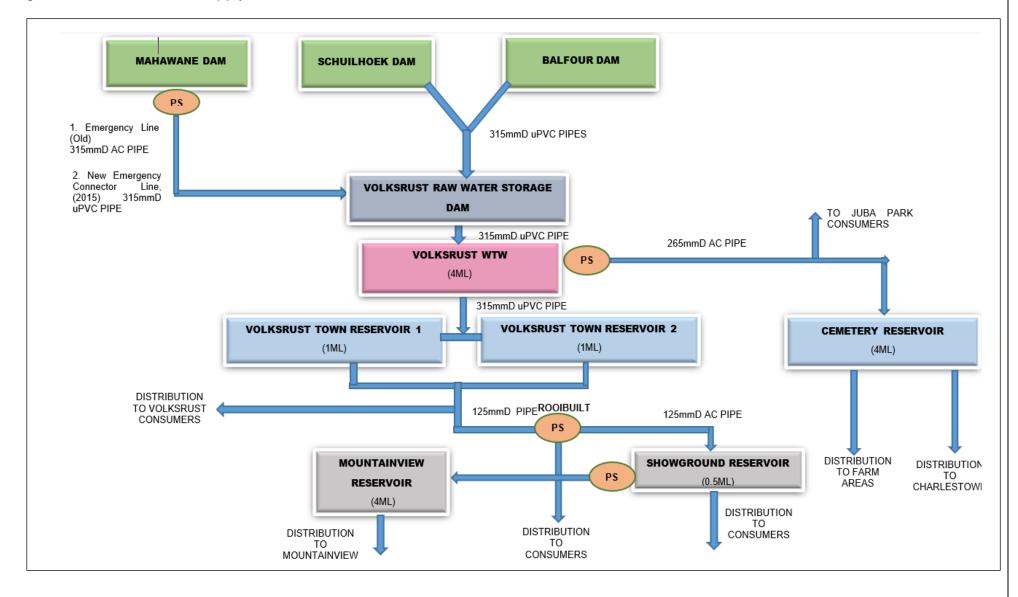
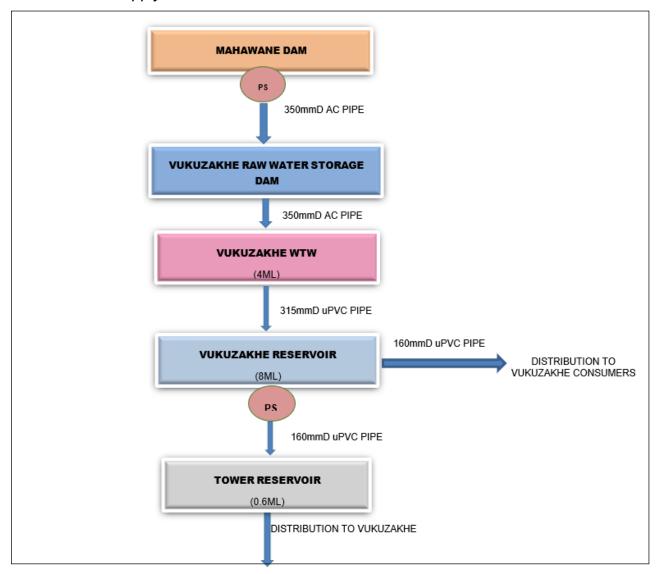
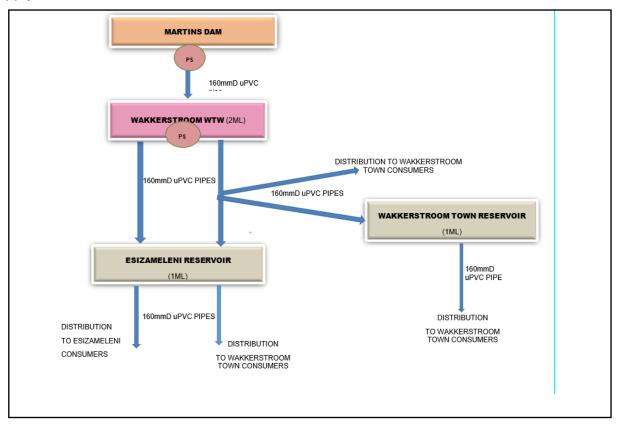


Figure 3: Vukuzakhe Water Supply Scheme



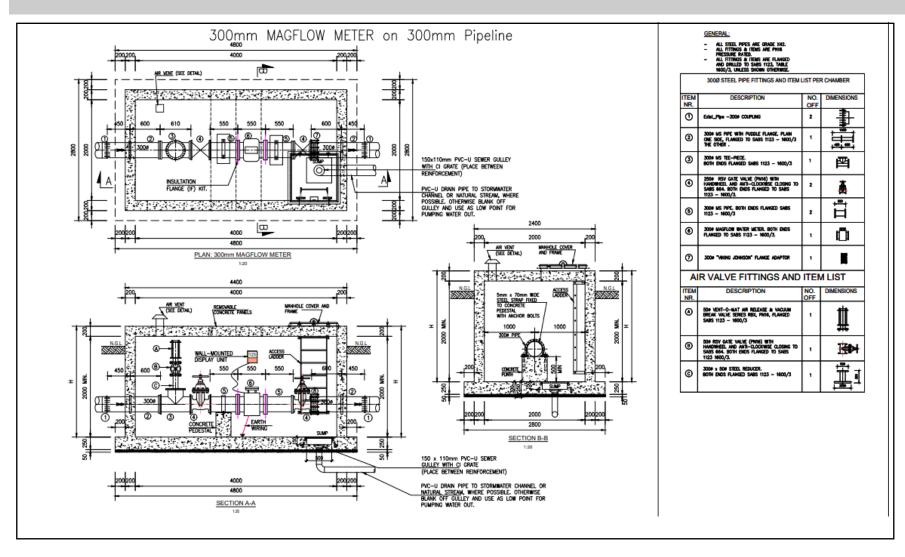
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Figure 4: Wakkerstroom Water Supply Scheme



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ANNEXURE B - TYPICAL BULK WATER METER DETAILS



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