



cooperative
governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/RMUK/WC/009/2024/22025

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE

PROCUREMENT DOCUMENT

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

NOVEMBER 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 Bidder:.....

BID NO: MISA/RMUK/WC/009/2024/22025

End User initial MR

**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF
EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW
RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN
THE WESTERN CAPE**

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**APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF
RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN
UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE
WESTERN CAPE**

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)**

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/RMUK/WC/009/2024/22025

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders for appointment of a contractor for the replacement of ring main unit (RMU) for Kannaland local municipality in Western Cape.

Bidders should have a CIDB contractor grading of **4EP 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/RMUK/WC/009/2024/22025	APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE	<p>Briefing session will be held at Kannaland Local Municipality Offices, Council Chamber, 19 Queen Street, Ladismith, Western Cape Province on</p> <p>Thursday, 28 November 2024, at 10:00am</p> <p>Failure to attend and sign the attendance register will lead to your DISQUALIFICATION.</p>	<p>10 December 2024 11.00 AM</p> <p>All Bid Proposals to be submitted @ 1303, Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 548 3000</p>

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

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

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

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

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender No. **MISA/RMUK/WC/009/2024/22025**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF
EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS
(RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE**

T1.2 Tender Data

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

Clause number	Tender Data
	<p>Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: tenders@misa.gov.za</p>
3.5	The language of communications is English
4.1	<p>ONLY those Bidders who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The Bidder:</p> <ol style="list-style-type: none"> 1. Only those Bidders 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 4 EP Or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> a. every member of the joint venture is registered with the CIDB, b. the lead partner has a contractor grading designation in the 4 EP 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 4EP 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 valid CIDB Grading Certificate (4EP) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level 4EP 3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid combined CIDB Grading Certificate. 4. The tender documents issued by MISA must not be tampered with and must 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. <ol style="list-style-type: none"> 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.
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).

Clause number	Tender Data
	<p>No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.</p> <p>Bidders/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions</p>
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender, 2. Address of the employer, 3. Names of the tendering entity and the contact person, 4. Physical address and contacting details of the Bidder, 5. Date of submission
4.13.4	The Bidder is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days.
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 10 working days before tender closing time.

Clause number	Tender Data
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>Evaluation Criteria</p> <p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer & Preference as explained in the CIDB'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Bidders 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. Bidders which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase 3: Price and preference (80/20 system)</p> <p><u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> Only those Bidders 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 4 EP Or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB, the lead partner has a contractor grading designation in the 4 EP 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. 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 4EP 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 valid CIDB Grading Certificate (4EP) or proof/confirmation from CIDB that the bidder has applied for CIDB Grading level 4EP In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties and a valid combined CIDB Grading Certificate.

Clause number	Tender Data
	<ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 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. <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD 3. Should the bidder intend to sub-contract more than 25%, It is compulsory to submit a valid B-BBEE Certificate issued by SANAS accredited Agency OR a valid original or certified copy of a (CSC000) sector code sworn affidavit (for EMEs or QSEs) attested by a Commissioner of Oaths in terms of the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 as amended for all proposed sub-contractors. 4. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In the case of a joint venture or consortium a valid copy of a consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders that are EMEs or QSEs must 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. 6. In cases where key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certificate indicating the relevant equivalent South African Qualification

Clause number	Tender Data								
	<p><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <ol style="list-style-type: none"> 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 Bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. Non-submission or poorly completed schedule or incomplete information will result in a Bidder losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the Bidder to ensure that all copies are clear and certified when the conditions require them to be so. No second chance will be given to a Bidder to submit some information after tender closure on this stage of evaluation i.e. functionality. <p><u>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2022</u></p> <p>During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.</p> <p>Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>Allocation of points</p> <p>The following table shows allocation of points:</p> <table border="1" data-bbox="392 1413 1388 1688"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>a) A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;">80/20</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Price of tender under consideration</p>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
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TOTAL	100								

Clause number	Tender Data														
	<p>Pmin = Price of lowest acceptable tender</p> <p>b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.</p> <p>c) 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.</p> <p>d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.</p> <p>e) Allocation of Points</p> <p>SPECIFIC GOALS</p> <p>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.</p> <p>The Specific goals will be allocated as per the table below:</p> <table border="1" data-bbox="268 974 1485 1330"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> </thead> <tbody> <tr> <td>Who are women (51% or more)</td><td>5</td></tr> <tr> <td>Who has disability (51% or more owned)</td><td>5</td></tr> <tr> <td>Who is a youth (18 to 35 years) (51% or more owned)</td><td>5</td></tr> <tr> <td>Location of enterprise (local equals province)</td><td>2</td></tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>3</td></tr> <tr> <td>Total scored points</td><td>20</td></tr> </tbody> </table> <p>Definitions</p> <p>“Specific goals”: means specific goals as contemplated in section 2(1)(d) of the PPPFA Act 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 of Development Programme as published in <i>Government Gazette No. 16085</i> date 23 November 1994</p> <p>“Ownership” means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p>“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.</p> <p>i) A blind person (in terms of the Blind Persons Act, 1968 (Act no 26 of 1968))</p> <p>ii) A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.</p> <p>iii) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place to another.</p> <p>iv) A person who requires an artificial limb, or</p>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Who are women (51% or more)	5	Who has disability (51% or more owned)	5	Who is a youth (18 to 35 years) (51% or more owned)	5	Location of enterprise (local equals province)	2	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	3	Total scored points	20
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Clause number	Tender Data																		
	<p>v) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973))</p> <p>Means of Verification (Specific Goals)</p> <table><tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr><tr><td>Women</td><td>Full CSD Report</td></tr><tr><td>Disability</td><td>Full CSD Report</td></tr><tr><td>Youth</td><td>Full CSD Report</td></tr><tr><td>Location</td><td>Full CSD Report</td></tr><tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td></tr></table> <p>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p>	Procurement Requirement	Required Proof Documents	Women	Full CSD Report	Disability	Full CSD Report	Youth	Full CSD Report	Location	Full CSD Report	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report						
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5.11.9	<p>Functionality</p> <p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Bidder's Relevant Project Experience</td><td>Schedule 1</td><td>40</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>50</td></tr><tr><td>Plant and Equipment</td><td>Schedule 3</td><td>10</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr><tr><td colspan="2"></td><td></td></tr></table>	Quality criteria	Evaluation schedule	Maximum number of points	Bidder's Relevant Project Experience	Schedule 1	40	Experience of Key Personnel	Schedule 2	50	Plant and Equipment	Schedule 3	10	Maximum possible score for quality (M_s)		100			
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4.13	<p>Before award, successful Bidders will be accepted only if:</p> <ol style="list-style-type: none">The Bidder or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.the Bidder has not:<ol style="list-style-type: none">abused the Employer's Supply Chain Management System, orfailed to perform on any previous contract and has been given a written notice to this effect,																		

Clause number	Tender Data
	<ol style="list-style-type: none"> 3. The Bidder demonstrated that they have capacity and capability to complete the works. 4. The Bidder does not pose a risk to the employer such as not having capacity in the tendered project region. 5. The Bidder does not pose commercial risk in relation to financial offers and market related rates. 6. the Bidder has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive. 7. the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 8. the Bidder/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the Bidder has been attached (specific to this bid) to the bid submission, it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	Only one signed copy of the contract will be provided by the employer to successful Bidder after award during handover meeting.
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p>
5.17	<p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested, or (b) funds are no longer available to cover the total envisaged expenditure, or (c) no acceptable tenders are received, or (d) Tender validity period has expired, or (e) Gross irregularities in the tender processes and/or tender documents, or (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;">TENDER AWARD</p> <ol style="list-style-type: none"> 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.

Clause number	Tender Data
	<p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of Specific goals points.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal Specific Goals, the successful tender must be the bidder scoring the highest points for -Functionality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p>G.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder.</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Bidder in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. The employer reserves the right to accept the whole works or part of the works.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p style="padding-left: 40px;">Should a Bidder</p> <p style="padding-left: 40px;">a) Withdraw his Tender during the period of its validity, <u>or</u></p> <p style="padding-left: 40px;">b) Give notice of his inability to execute the Contract or fail to execute the Contract, <u>or</u></p> <p style="padding-left: 40px;">c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (Ref: C1.2) in the Tender documents or any extended time agreed to by the Employer,</p>

Clause number	Tender Data
	<p>then the Bidder shall be liable for and pay to the Employer –</p> <ul style="list-style-type: none"> i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so, ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received, iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be. <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other tender or Contract between the Employer and the Bidder, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other tender or Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Bidder's default.</p> <p>Provided always that the Employer may exempt a Bidder from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract,</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract, b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Bidder's favour, c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract, e) as to the amount of the Tender to be submitted by either party, f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.

Clause number	Tender Data
	<p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Bidder shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Bidder shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ol style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the Bidder may be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Bidder to amend these rates and prices along the lines indicated by him.</p> <p>The Bidder will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: **BID NO: MISA/RMUK/WC/009/2024/22025**

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated.

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

Failure to comply with eligibility criteria above shall result in the Bidder's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes.

The Bidder 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 Bidders with no B-BBEE Certificates)

5. CSD report Annexure
6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures
9. Schedule 1: Experience of the Bidder
10. Schedule 2: Experience of key person
11. Schedule 3: Plant and Equipment

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 Bidder
3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF Bid: SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/RMUK/WC/009/2024/22025		CLOSING DATE:	10 December 2024	CLOSING TIME:
DESCRIPTION:	APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR KANNALAND LOCAL MUNICIPALITY IN THE WESTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Isaac Nthutang		CONTACT PERSON	Isaac Nthutang	
TELEPHONE NUMBER	012 8485 300		TELEPHONE NUMBER	012 8485 300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@misa.gov.za		E-MAIL ADDRESS	tenders@misa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]	
VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No		SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

2. TAX COMPLIANCE REQUIREMENTS

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

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure,
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect,
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

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

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

3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	5	
Who has disability (51% or more owned)	5	
Who is a youth (18 to 35 years) (51% or more owned)	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total scored points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety

- ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct,
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form,
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct,
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process,
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct,
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation,
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied, and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A BIDDER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE		
SCMU NUMBER	MISA/RMUK/WC/009/2024/22025	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. EVALUATION SCHEDULE 1: BIDDER'S RELEVANT PROJECT EXPERIENCE

(40 points)

a) Requirements

The experience of the Bidder as a company (as opposed to key staff members) in the installation of MV switchgear and electrical MV reticulation projects as a main contractor for municipalities and other organs. 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,

Table : 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 – R6 000 000	6 points
d)	R6 000 000 and above	8 points

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

- Appointment letters and Completion certificates must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state
- In cases where the municipality or organ of state made use of a consulting engineer (consultant), the appointment letter and completion certificate must clearly stipulate:
 - (i) General Conditions of Contract used at that time such as GCC, NEC, FIDIC etc
 - (ii) The details of the project including description, tender number, contract amount, contractual dates and contract period.
 - (iii) The name of the municipality or organ of state that is the client or employer.
 - (iv) The details of the contact person from the municipality or organ of state
 - (v) The completion certificate must be signed by the Engineer, the Employer and the Contractor depending on the General Conditions of contract used.

(c) **Listing of Completed Projects**

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

SCHEDULE OF COMPLETED PROJECTS

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

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

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder:Date:

Signature:Position:

Full name of signatory:

10.EVALUATION SCHEDULE 2: EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL (50 points)

a) Summary

Total Points 50 points for key personnel is allocated as follows:

No	Key Personnel Description	Total Points
1	Contracts Manager – Team Leader	20
2	Installation Electrician	15
3	Site Agent	10
4	Health and Safety Officer (CHSO)	05
	Total	50

b) Requirements

The experience of the key personnel who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the **Part C3: Scope of work** from three different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills, experience and knowledge of issues which are pertinent to the **Part C3:Scope of Work**.
- 3) The experience of the key personnel must be post-qualification

For Noting: All personnel submitted by the Bidder cannot be changed without prior written approval from the employer. As per clause 24.1 of the NEC3 ECC

c) Means of Verification:

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

d) Listing of Key Personnel

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

e) Allocation of Points

Points will be allocated as follows:

Key Personnel		50 Total Points
1. CONTRACTS MANAGER	=	(20 points)
1.1. Qualifications	=	10 points
a) Less than National Diploma Electrical Engineering or Non-relevant Qualifications	=	0 points
b) National Diploma in Electrical Engineering (NQF 6)	=	5 points
c) Bachelor's Degree or B Tech in Electrical Engineering and above	=	10 points
1.2. Experience	=	10 points
a) Below 5 years	=	0 points
b) 5 years to below 7 years	=	5 points
c) 7 years to below 9 years	=	7 points
d) 9 years and above	=	10 points
2. INSTALLATION ELECTRICIAN	=	(15 points)
2.1. Qualification	=	10 points
a) Less than N6 in Electrical Engineering, No Trade Certificate, Irrelevant Qualification	=	0 points
b) N6 in Electrical Engineering with Trade Test Certificate	=	5 points
c) National Diploma in Electrical Engineering and Above	=	10 points
2.2. Experience		5 points
a) Below 5 years	=	0 points
b) 5 years to below 7 years	=	2 points
c) 7 years to below 9 years	=	3 points
d) 9 years and above	=	5 points
3. SITE AGENT	=	(10 points)
3.1. Qualification	=	2 points
a) Less than N6 in Electrical Engineering, No Trade Certificate, Irrelevant Qualification	=	0 points
b) N6 in Electrical Engineering with Trade Test Certificate	=	3 points
c) National Diploma in Electrical Engineering and Above	=	5 points

Key Personnel		50 Total Points
3.2. Qualification		3 points
a) Below 3 years	=	0 points
b) 3 years to below 5 years	=	3 points
c) 5 years and above	=	5 points
4. CONSTRUCTION HEALTH AND SAFETY OFFICER	=	(5 points)
4.1. Experience	=	2 points
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 points
c) 10 years and above	=	2 points
4.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)	=	3 points
a) Qualification below National Diploma in Safety Management (NQF 6)	=	0 points
b) National Diploma in Safety Management (NQF 6)	=	1 point
c) B-Tech in Safety Management or above	=	3 Points

SCHEDULE OF EXPERIENCE OF KEY PERSONNEL

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

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

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

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder:Date:

Signature:Position:

Full name of signatory:

11. EVALUATION SCHEDULE 3: PLANT AND EQUIPMENT (10 points)

a) Requirements

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

Type of Equipment (Owned or Hired)	Total Points
4-ton flatbed Truck with hoist (1 required)	6
LDV (1 required)	4
Total	10

b) Means of Verification:

1. **In cases where plant is owned by the Bidder**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.
2. **In cases 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 cases where the plant is to be hired by the Bidder**, a letter from a Plant Hire Company addressed to the Bidder with reference to this project clearly indicating the list of plant to be hired must be attached. 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 cases where the Bidder own part of the required plant and part will be hired**, the Bidder must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.
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

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

SCHEDULE OF PLANT AND EQUIPMENT

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	4-ton flatbed Truck with hoist	1	6		
2.	LDV	1	4		
	Total		10		

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

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

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

Name of Bidder:Date:

Signature:Position:

Full name of signatory:

C. 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.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

13. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Bidder'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

Bidder



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: **MISA/RMUK/WC/009/2024/22025**

**PROJECT: : APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING
RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR
MATSIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE**

The Contract

Based on

NEC 3:

ECC: Option B: Price contract with Bill of Quantities



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: MISA/RMUK/WC/009/2024/22025

**PROJECT: : APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING
RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR
MATSIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE**

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

Total Amount: (in figure),
.....
.....
.....(in words).

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

Signature(s)

Name(s)

Capacity

For the Bidder:

(Insert name and address of organisation)

Name & signature of witness Date

C1.2 ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s)

Name(s) Ms. Mapatane Kgomo

Capacity Chief Executive Officer

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

Name & signature of witness

..... Date:

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

Details: Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Bidder and will form part of the contract as reflected in this schedule.

The additional conditions are as follows,

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

2 Subject	.....
Details	.....

3 Subject	.....
Details	.....

4 Subject	.....
Details	.....

5 Subject	.....
Details	.....

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/RMUK/WC/009/2024/22025**

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING
RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR
MATSIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE**

The Contract

Based on

NEC 3:

ECC: Option B: Priced Contract with Bill of Quantities



Municipal Infrastructure Support Agent
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. MISA/RMUK/WC/009/2024/22025

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE
REPLACEMENT OF EXISTING RING MAIN UNITS (RMU) AND
INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR MATSIKAMA
LOCAL MUNICIPALITY IN THE WESTERN CAPE**

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 X1, X7, X13, X16, Z Of the NEC3 Engineering and Construction Contract (April 2013 edition) published by the Institution of Civil Engineers (ICE), copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

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

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

Clause	Data
1 General	
10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent <i>Physical Address:</i> Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 <i>Postal Address:</i> Private Bag X105, Centurion 0046 <i>Telephone:</i> 012 848 5300
10.1	<i>The Project Manager is:</i> Chief Engineer Western Cape
10.1	<i>The Supervisor is:</i> Mr. Musa Risenga.
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.

Clause	Data
11.2 (13)	The <i>works</i> are as described in Part C3: Scope of Work
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13	The <i>period of reply</i> is five working days
2	The Parties' main responsibility
26.1	If the <i>Contractor</i> subcontracts work, he is required to submit a signed agreement with proposed Sub contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
3	Time
30.1	The <i>starting date</i> is 14 days after the issuance of the appointment letter.

Clause	Data
33.1	The access date is 14 days after the issuance of the appointment letter.
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is Eight (8) Calendar Months after the start date
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 <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is two weeks after completion of the whole of the works.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 20 th day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
6	Compensation events
60.1 (13)	The place where the weather is to be recorded is Vredendal in Kannaland Local Municipality, Garden Route District.
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	Title

Clause	Data															
	No data required for this section of the <i>conditions of contract</i> .															
70.2	80% of the value of materials on site could be claimed by the contractor															
8	Indemnity, Insurance and Liabilities															
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2															
84.2	<p><i>The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC.</i></p> <table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Loss of or damage of the works, Plant and Materials</td><td>The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer</td><td>Till the end of the <i>defects date</i>.</td></tr><tr><td>Loss of or damage to Equipment</td><td>The replacement cost</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.</td><td>R5 million without limit to the number of claims</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in</td><td>That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as</td><td>Till the end of the <i>completion date</i>.</td></tr></table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .	Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as	Till the end of the <i>completion date</i> .
Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination														
Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .														
Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .														
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .														
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as	Till the end of the <i>completion date</i> .														

Clause	Data	
	the course of their employment in connection with this contract	amended and whatever the Consultant deems desirable in addition
	Professional Indemnity Insurance (Professional Electrical Engineering Services)	R3 million without limit to the number of claims Till the end of the completion date.
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker	
86.1	The <i>Employer</i> provides no insurance cover.	
9	Termination There is no Contract Data required for this section of the conditions of contract.	
10	Data for main Option clause	
B	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 <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).	
W1.4	The <i>tribunal</i> is arbitration	
W1.4	<p>The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</p> <p>The place where arbitration is to be held is to be Advised</p> <p>The person or organisation who will choose an arbitrator</p> <p>1 if the Parties cannot agree a choice or</p>	

Clause	Data
	2 if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
Option X7	Delay Damages
X7	The <i>delay damages</i> for completion of the wholes of the works are R2,000.00 per day
Option X13	Performance Bond
X13	The amount of the performance bond is 10% of value of Contract
Option X16	Retention
X16	The retention percentage is 10%
Z	<i>Additional Conditions of Contract</i>
	The <i>additional conditions of contract</i> are
Z1	Selection and appointment of the <i>Adjudicator</i>
	A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.
Z2	Tax invoices
	The <i>Contractor's</i> invoice.
	Delete the first sentence of core clause 51.1 and replace by:
	The Employer makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract

Clause	Data						
	requires or, if a different period is stated in the Contract Data, within the period stated.						
Z3	<p>Acts or omissions by mandatories</p> <p>In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Contractor</i> contemplated in section 37(2).</p>						
Z4	<p>Subcontractors</p> <p>The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Employer's</i> representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.</p>						
Z5	<p>Guarantee</p> <p>The maximum guaranteed sum is equal to 10 % of the total of the Prices and reduces to the following diminishing amounts:</p> <table border="1"> <tr> <th>Guarantor's liability expressed as a percentage of the total of Prices</th><th>Period of liability</th></tr> <tr> <td>Maximum guaranteed sum of 10 %</td><td>From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices</td></tr> <tr> <td>Reducing to the guaranteed sum of 6 %</td><td>From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i></td></tr> </table>	Guarantor's liability expressed as a percentage of the total of Prices	Period of liability	Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices	Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>
Guarantor's liability expressed as a percentage of the total of Prices	Period of liability						
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds 50 % of the total of Prices						
Reducing to the guaranteed sum of 6 %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the <i>works</i>						

Clause	Data	
	Reducing to the guaranteed sum of 3 %	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.
	Reducing to the guaranteed sum of 1 %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

Transfer of rights

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

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008). Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

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

Qualifications:

Experience:

Physical Address:

Post Code:

Postal Address:

Post Code:

Telephone:

Fax:

Mobile:

Email:

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

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

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: MISA/RMUK/WC/009/2024/22025

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING
RING MAIN UNITS (RMU) AND INSTALLATION OF NEW RING MAIN UNITS (RMU) FOR
MATSIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE**

1.1 C1.3 Securities: Performance bond

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

Performance Bond for Contract No.

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

{Insert registered name and address of the Contractor}

(the Contractor), for

{Insert details of the works from the Contract Data}

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - a) 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
 - b) the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.
5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the

non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

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

R_____

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

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in Surety company	
Signature of Witness(s)	
Name(s) (printed)	

1.2

1.3

1.4 C1.3 Securities: Reducing Value Guarantee

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

{Insert name and registered address of the Employer}

Date:

1.5

Dear Sirs,

Reducing Value Guarantee for Contract No.

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

{Insert registered name of the *Employer*}

(the Employer)

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

(the Contractor)

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

(the works).

I/We the undersigned

on behalf of the

Guarantor

of physical address

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

(say)

R _____

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

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

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

- 1.5 Thereafter this demand guarantee shall lapse.

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

- 3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.
- 4 The Guarantor chooses domicilium citandi et executandi for all purposes in connection herewith at the address appearing above.
- 5 This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
- 6 The *Employer* returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed _____ on this _____ day of _____ 20____
at _____

Guarantor: _____

Representative _____ Representative _____

Name (printed) _____ Name (printed) _____

Capacity _____ Capacity _____

As Witness _____ As Witness _____

Guarantor's
stamp or seal _____



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

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UNITS (RMU) FOR MATSIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE**

PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 Pricing Instructions

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 All payments are subject to re-measurement, only quantities which have been measured as completed, in terms of the Scope of Work and Specifications, will be paid. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

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

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

- 8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination
- 9 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.
- 10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

- 11 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.
- 12 . 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.
- 13 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 Bidder tenders to do the work
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- 14 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:
- 15 All items in the Bill of Quantities include all the resources, materials, tools & equipment as well as labour required to execute the work to completion. Where the Scope of Work requires detailed drawings and designs from the Contractor or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

mm = millimetre
m = metre
km = kilometre
km-pass = kilometre-pass
m² = square metre
m²-pass = square metre-pass

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

C2.2 Schedule of Quantities

No	Description	Unit	Qty	Rate	Amount
1.	Preliminary and General Costs				
1.1	Contract Requirement and Occupational Health and Safety Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Sum	1		
1.2	CLO Remuneration @ R5000/Month for the duration of the project	Prov. Sum	1	R5000	R40 000.00
1.3	Training of four (4) Municipal electrical departments officials	Sum	1		
1.4	Provision of Construction Data Book File and operational manuals	Sum	1		
	Sub-Total 1: Preliminary and General Costs. (To be carried to Summary)				
2	11kV Medium Voltage Ring Main Unit (RMU) installation				
2.1	Site Assessment	Sum	1		
2.2	Remove and dispose existing aging Ring Main Units (RMUs) across the distribution network	Sum	1		
2.3	Free-standing, outdoor metal enclosed Ring Main Unit (RMU) rated for systems with nominal voltages from 11kV Unit to Kannaland Local Municipality specifications	Item	4		
2.4	RMU precast concrete plinths to comply with Kannaland Local Municipality Specifications	Item	4		
2.5	Locks for MV switchgear	Item	8		
2.6	RMU Earthing as per Kannaland Local Municipality Specifications	Item	4		
2.7	Testing and commissioning of RMUs	Item	4		
	Sub-Total 2: 11kV Medium Voltage Ring Main Unit (RMU) installation (To be carried to Summary)				
3	Professional Fees				
3.1	Provision of an ECSA-registered Professional Electrical Engineer (Pr Eng) or Professional Electrical Engineering Technologist (Pr Tech Eng) with proven, relevant project experience, to provide a) Level 1: Periodic Construction Monitoring in their professional capacity and to ensure all deliverables are met as per the required scope of works for a period of 8 months. b) To Update as-built drawing for preparation of construction. c) To ensure that final as-built are approved. d) To sign off the works	Month	8		
	Sub-Total 3: Professional Fees (To be Carried to summary)				

SUMMARY OF BILL OF QUANTITY (BOQ)

Bill No.	Description	Amount (R)
1	PRELIMINARY AND GENERAL	
2	11KV MEDIUM VOLTAGE RING MAIN UNIT (RMU) INSTALLATION	
3	PROFESSIONAL ENGINEERING FEES	
Sub-Total		
Value Added Tax at 15%		
Total Amount of Tender Carried Forward to Form of Offer and Acceptance		

Signed

Date

Name

Position

Enterprise name



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender no.: **MISA/RMUK/WC/009/2024/22025**

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WESTERN CAPE**

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

2 DESCRIPTION OF WORKS

2.1 Background

2.1.1 Project Background

Kannaland Local municipality is a category B municipality, a licensed electricity distributor and located in the Garden Route District. Services delivery is the core function of the local government and municipalities are the institutions where services to the local communities come together.

The municipal electrical infrastructure is experiencing the effects of aging, leading to frequent equipment failures that have significantly affected the safety, operability, maintainability, availability, and reliability of the power distribution network over time. The municipality's electrical master plan has recognized the need to replace the existing RMU switchgears, as they have reached the end of their design life due to inadequate routine maintenance and outdated components.

2.1.2 Project Location

The target area falls under the jurisdiction of the Kannaland Municipality in the Garden Route District of Western Cape Province. Calitzdorp is the seat of the Municipality offices with coordinates 33.5298° S, 21.6829° E



Figure 1: Kannaland Locality Map

2.1.3 Beneficiaries

The installation of the replacement of existing ring main units will be done at Vredendal in Kannaland Local Municipality which has a population of 20 079 people according the 2016 Statistics SA Community Survey.

Kannaland Local Municipality	Population (Estimated)
Kannaland: 7094 Households	20 079
TOTAL	20 079

3 EMPLOYERS OBJECTIVES

MISA's objective is to appoint an electrical engineering contractor, to successfully replace the aging Ring Main Units (RMUs) across the distribution network aimed at ensuring enhanced safety, operability, maintainability, availability, and reliability, in support of the municipality's commitment to modernizing the electrical infrastructure.

4 OVERVIEW OF THE WORKS AND SERVICES

The overview of the works involves the replacement of Four (4) aging ring main units in Calitzdorp in the Kannaland local municipality, aimed at modernizing the electrical infrastructure and ensuring enhanced safety, operability, maintainability, availability, and reliability of the power distribution network. The new RMUs will feature a SF6 gas-insulated, sealed compact switchgear with modern switching and protection devices tailored to the specific loading conditions and applications.

5 EXTENT OF THE WORKS

The extent of the works includes the following:

- a) Contractor Site Assessment
- b) Planning and preparation of the supply, delivery and installation of RMU.
- c) Removing of the existing RMU's.
- d) Installation of Four (4) gas insulated (SF6) compact RMU, none-extendable tailored to the specific loading conditions and applications and incorporating of protective relays and monitoring system.
- e) Termination of cable to the new RMU
- f) Testing and commissioning
- g) Final inspection

- h) As Built Drawings
- i) Training of Municipal Staff on O & M
- j) Operation and Maintenance Manuals and inclusion in the asset register of the Municipality.

The project duration from site handover to certificate of completion shall be **eight (8) calendar months**.

6 PROFESSIONAL PERSON

The contractor will therefore also be required to include the services of an ECSA-registered Professional Electrical Engineer (Pr Eng) or Professional Electrical Engineering Technologist (Pr Tech Eng) with proven, relevant project experience, to provide:

- e) Level 1: Periodic Construction Monitoring in their professional capacity and to ensure all deliverables are met as per the required scope of works.
- f) To Update as-built drawing for preparation of construction.
- g) To ensure that final as-built are approved.
- h) To sign off the works

7 PROJECT STAGES AND DELIVERABLES

7.1 Project Stages

The project stages are as follows:

- a) Appointment of the Contractor by the Client
- b) Submission of contractual obligations by the Contractor (performance bond etc)
- c) Signing of the Contact document between the Contractor and the Client
- d) Site Handover to the Contractor by the Client
- e) Site Establishment by the Contractor
- f) Construction works by the Contractor
- g) Snag listing
- h) Test and commissioning of RMUs
- i) Issuing of practical completion certificate to the Contractor by the Client
- j) Issuing of completion certificate to the Contractor by the Client
- k) Site de-establishment by the Contractor

7.2 Deliverables

Deliverables by the Contractor are as follows,

- All Contractual Obligations
- Signed Contract

- Project Implementation plan
- Site assessment report
- Quality Control Plan (QCP)
- Monthly Progress Reports
- Construction Databook file including As-Builts
- Operation and Maintenance Manuals and inclusion in the asset register of the Municipality.
- Trained Municipal Electrical Engineering Staff.
- As Built Drawings
- Completed 4 ring main units.
- Close out report

8 LEGISLATIVE REQUIREMENTS

The legislative requirements include, but not limited to,

- Occupational Health and Safety Act 85 of 1993 (Act 85 of 1993)
- National Environmental Management Act 107 of 1998 (Act 107 of 1998)
- International Electrotechnical Commission (IEC) 62271-1

9. SPECIFICATION

The units to be a 3 WAY OUTDOOR 12kV, 20kA (3Secs) BIL 95, SF6 Gas insulated non extensible, Ring Main Unit, with 630 Amp busbars, consisting of:

- X Motorised Switch Disconnecter (630A) with earthing switches And
- 1 X Motorised Feeder with breaker (200A) and series Disconnecter fitted with self-powered overcurrent and earth fault relay Type WIP.

The RMU to be suitable for outdoor use. With 3CR12 STEEL Kiosk.

This kiosk to be fitted with an Arc Chimney with an IAC rating of AB (FLR) 20kA for 500m/Sec.

The panels to comply with the specifications of IEC 62271-100/200.

The units must be IP4X rated.

10 GENERAL REQUIREMENTS

10.1 Management requirements

- a) The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

10.2 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

11.1.1 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.

11.1.2 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.

11.1.3 Completion strategy

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

11.1.4 Programme

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

11.1.5 Socio Economic Reporting.

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

11.1.6 Communications

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

11.1.7 Invoices

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/RMUK/WC/009/2024/22025

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF
EXISTING AND INSTALLATION OF NEW RING MAIN UNIT (RMU) FOR KANNALAND
LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

PART C4 : SITE INFORMATION

C4.1. LOCALITY PLAN

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

Figure C4.1.1: Kannaland Local Municipality : Ladismith and Calitzdorp Locality Plan



Figure C4.1.2: Ladismith, Coordinates 33°29'37"S 21°16'03"E



Figure C4.2 Caltzdorp, Coordinates: 33°31'48"S 21°41'44"E

C4.2. SITE INFORMATION

Topology of the Area	The area is characterized by a mix of flat plains and gentle slopes
Terrain	The terrain in Calitzdorp is primarily composed of sedimentary rocks, such as sandstone and shale.
Weather Conditions	Summer temperatures often reach up to 35°C, while winter temperatures can drop to around 5°C.
Elevation	Calitzdorp is situated at an elevation of approximately 240 meters above sea level.
Site Conditions	The area is accessible via tarred roads,