



cooperative governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/KLM/EC/025/2024/25

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWERSWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PROCUREMENT DOCUMENT

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

JANUARY 2025

Issued by:

Chief Executive Officer
Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300

Name of Tenderer:



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

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

TENDER NO. MISA/KLM/EC/025/2024/25

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

THE TENDER

TENDER No. MISA/KLM/EC/025/2024/25

**THE APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE EQUIPMENT AND CONSTRUCTION OF THE
RISING MAIN FOR THE KAREEDOUW BOREHOLE AND
THE RECTIFICATION OF SNAGS FOR THE
LOUTERWATER BOREHOLE WITHIN THE KOUKAMMA
LOCAL MUNICIPALITY IN THE EASTERN CAPE
PROVINCE.**

Tender Procedure: Open Tender

Based on

- **MISA Supply Chain Management Policy dated 11 May 2023**
- **SANS 10845-1**, Construction procurement Part 1: Processes, methods and procedures
- **SANS 10845-2**, Construction procurement Part 2: Formatting and compilation of procurement documentation
- **SANS 10845-3**, Construction procurement Part 3: Standard conditions of tender
- **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**
- **Preferential Procurement Regulations 2022 (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)**

Contract Documents

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



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

TENDER NO. MISA/KLM/EC/025/2024/25

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders the for the Equipment and Construction of the Raw Water Rising Main for the Kareedouw Borehole, and the Rectification of Snags for the Louwwater Borehole within the Koukamma Local Municipality.

It is estimated that tenderers must have a CIDB contractor grading of **3CE or higher**.

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

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/KLM/EC/025/2024/25	THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE, AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY.	Compulsory Briefing session and Site Visit on 21 January 2025 at 11:00am At Koukamma Local Municipality Library 5 Keet Street, Kareedouw EC, SA 6400 Longitude: -33.95411 Latitude: 24.29228	05 February 2025 11.00 AM All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300

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

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

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

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

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



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

TENDER NO. MISA/KLM/EC/025/2024/25

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T1.2 TENDER DATA

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

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

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

Clause number	Tender Data
3.1	The employer is the Municipal Infrastructure Support Agent (MISA) , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	<p>The Employer's Representative is:</p> <p>Name: Ms Mapatane Kgomo</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: tenders@misa.gov.za</p>
3.5	The language of communications is English

Clause number	Tender Data
4.1	<p>ONLY those tenderers 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 tenderer:</p> <ol style="list-style-type: none"> 1. Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided, <ol style="list-style-type: none"> a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 3CE or higher class of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. Bidders must submit a valid CIDB Grading Certificate (3CE) or confirmation from CIDB that the bidder has applied for CIDB Grading level 3CE 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. In cases where the key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certification indicating the relevant equivalent South African Qualifications 5. The tender documents issued by MISA must not be tampered with and must remain intact. 6. Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register. 7. The tender documents must be 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 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. 8. The Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p>

Clause number	Tender Data
	<p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</p> <p>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.15	<p>Location of tender box: Reception area of MISA Offices</p> <p>Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a Flash Drive.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.

Clause number	Tender Data
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).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality of 70 points will then be rejected.</p> <p>Phase 3: Price and preference (80/20 system)</p> <p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3CE or Higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided, <ol style="list-style-type: none"> every member of the joint venture is registered with CIDB, the lead partner has a contractor grading designation of 3CE or higher class of construction work, or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. Bidders must submit a valid CIDB Grading Certificate (3CE) or confirmation from CIDB that the bidder has applied for CIDB Grading level 3CE 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. In cases where the key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certification indicating the relevant equivalent South African Qualifications The tender documents issued by MISA must not be tampered with and must remain intact.

Clause number	Tender Data
	<p>6. Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register.</p> <p>7. The tender documents must be 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 is not applicable bidders must indicate as such.</p> <p style="padding-left: 40px;">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.</p> <p>8. The 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> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <p>1. The bidder must be registered on the Central Supplier Database (CSD) prior to the award.</p> <p>2. All bidder's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD.</p> <p>3. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main bidder having submitted an original or certified copy of his/her own B-BBEE certificate.</p> <p>4. A valid original or certified copy of 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 must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated B-BBEE Certificate issued by SANAS accredited Agency must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</p> <p>5. Bidders that are EMEs or QSEs should make use of the attached 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.</p> <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <p>1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</p> <p>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</p> <p>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</p> <p>4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</p> <p>5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility</p>

Clause number	Tender Data								
	<p>of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</p> <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</p> <p>The 80/20 preference points system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2022.</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="287 703 1386 976"> <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>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p>b) A maximum of 20 points may be awarded to a tenderer 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 tenderer 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>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
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SPECIFIC GOALS	20								
TOTAL	100								

Clause number	Tender Data																										
<p>The specific goals may include—</p> <p>a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.</p> <p>b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p>Definitions</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 and 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 or another.</p> <p>iv) A person who requires an artificial limb; or</p> <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 tenderer 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	<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr><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></table>	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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5.11.9	<p>A Tender scoring below <u>70 points</u> in Quality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p>																										

Clause number	Tender Data				
		Quality criteria	Evaluation schedule	Maximum number of points (A)	
		Experience of the tenderer	Schedule 1	30	
		Experience of Key Personnel	Schedule 2	55	
		Plant and Equipment	Schedule 3	15	
		Maximum possible score for quality (M_s)		100	
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; The tenderer demonstrated that they have capacity and capability to complete the works. The tenderer does not pose a risk to the employer such as not having capacity in the tendered project region. The Tenderer does not pose commercial risk in relation to financial offers and market related rates. the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid. 				
5.17	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.				
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>				

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

Clause number	Tender Data
	<p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. The employer reserves the right to accept the whole works or part of the works.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</p> <p>Should a Tenderer</p> <ul style="list-style-type: none"> a) Withdraw his Tender during the period of its validity; <u>or</u> b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u> c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer; <p>then the Tenderer 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 Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour;

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

Clause number	Tender Data
	The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.

**THE APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE EQUIPMENT AND CONSTRUCTION OF THE
RISING MAIN FOR THE KAREEDOUW BOREHOLE AND
THE RECTIFICATION OF SNAGS FOR THE
LOUTERWATER BOREHOLE WITHIN THE KOUKAMMA
LOCAL MUNICIPALITY IN THE EASTERN CAPE
PROVINCE.**

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. T2 Returnable Documents 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.

B. Returnable schedules required for tender evaluation purposes

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

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

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

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

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

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

T2.2 RETURNABLE SCHEDULES

1. 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/KLM/EC/025/2024/25	CLOSING DATE:	05 FEBRUARY	CLOSING TIME:	11:00am
DESCRIPTION:	THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWERWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuvel Avenue, Riverside Office Park, Letaba House					
1 st Floor, Centurion, Pretoria 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Dineo Kau	CONTACT PERSON	Sandra Mutangadura		
TELEPHONE NUMBER	012 848 5300	TELEPHONE NUMBER	012 848 5300		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
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 VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes No <input type="checkbox"/>			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY AGENCY ACCREDITED BY SANAS / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
--	---	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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.

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

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.

any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDERS 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).
 - (g) “**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.
 - a. A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)
 - b. A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication.
 - c. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
 - d. A person who requires an artificial limb; or
 - e. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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 TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

Deponent Signature: _____ Date: _____

Commissioner of Oaths
Signature & stamp

Date: _____

6. SCHEDULE 1: EXPERIENCE OF THE TENDERER (30 POINTS)

a) Requirements

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

The projects shall be within the previous **10 years** and must only include 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 and above	6 points

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

d) Listing of Completed Projects

Tenderers 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 tenderer.

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

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

Signed

Date

Name

Position

Enterprise name

7. SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (55 POINTS)

a) Summary

Total Points 55 points for key personnel is allocated as follows

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

b) Requirements

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

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

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

c) Means of Verification:

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

d) Listing of Key Personnel

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

e) Scoring

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

Key Personnel	=	55 Total Points
1. Contracts Manager	=	(15 points)
1.1. Experience	=	5 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points

Key Personnel	=	55 Total Points
1.2. Qualifications	=	10 points
a) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction management	=	0 points
b) Degree or B Tech in Civil Eng/Construction Management	=	7 points
c) Honours Degree or above in Civil Eng/Construction Management	=	10 points
2. Civil Engineer	=	(15 points)
2.1. Experience	=	5 points
a) Below 3 years	=	0 points
b) 3 to below 6 years	=	3 points
c) 6 to below 10 years	=	4 points
d) 10 years and above	=	5 points
2.2. Qualifications		10 points
a) Qualification below Degree or B Tech in Civil Eng/Construction Management/ Qualification not in Construction management = 0 points	=	0 points
b) Degree or B Tech in Civil Eng/Construction Management	=	7 points
c) Honours Degree or above in Civil Eng/Construction Management	=	10 points
3. Geohydrologist	=	(10 points)
3.1 Experience	=	5 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	4 points
d) 10 years and above	=	5 points
3.2 Qualifications	=	5 points
a) Qualification below a bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geophysics, or other suitable qualification	=	0 points
b) Bachelor's degree in Hydrogeology, Geohydrology, Hydrology, Geophysics, or other suitable qualification	=	4 points
c) Honours degree or above in Hydrogeology, Geohydrology, Hydrology, Geophysics or other suitable qualification	=	5 points
4. Site Agent	=	5 points
4.1. Experience	=	2 points
a) Below 5 years	=	0 points
b) 5 to below 8 years	=	1 point
c) 8 years and above	=	2 points
4.2. Qualification	=	3 points
a) Qualification below Diploma in Civil Engineering/ not relevant qualification	=	0 points
b) Diploma in Civil Engineering		2 points
c) Degree or B Tech or above in Civil Engineering	=	3 points
5. Foreman/Supervisor	=	(5 points)
5.1. Experience	=	2 points
a) Below 5 years	=	0 points
b) 5 to below 8 years	=	1 point
c) 8 years and above	=	2 points
5.2. Qualification	=	3 points
a) Qualification below N6 certificate in civil engineering/ not relevant qualification	=	0 points

Key Personnel	=	55 Total Points
b) N6 certificate in civil engineering	=	2 points
c) Diploma in or above Civil Engineering	=	3 points
6. Construction Health and Safety Officer	=	(5 points)
6.1. Experience	=	2 points
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 point
c) 10 years and above	=	2 points
6.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)	=	3 points
a) Qualification below 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 KEY PERSONELL

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

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

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

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

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

Name of Tenderer:Date:

Signature:Position:

Full name of signatory:

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

a) Requirements

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

Type of Equipment	Total Points
TLB (1 required)	5
Pedestrian compactor (1 required)	5
Borehole Yield Testing Equipment. (1 required)	5
Total scored	15

b) Means of verification

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

Tenderers 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	TLB (1 required)	1	5		
2.	Pedestrian compactor (1 required)	1	5		
4.	Borehole Yield Testing Equipment. (1 required)	1	5		
	Total		15		

TENDERERS 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 tenderer.

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

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/KLM/EC/025/2024/25**

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

The Contract

Based on

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/KLM/EC/025/2024/25**

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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 tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(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

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

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

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

**THE APPOINTMENT OF A MANAGEMENT CONTRACTOR
FOR THE EQUIPMENT AND CONSTRUCTION OF THE
RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE
RECTIFICATION OF SNAGS FOR THE LOUWATER
BOREHOLE WITHIN THE KOUKAMMA LOCAL
MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

C1.2 CONTRACT DATA

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

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

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

Clause	Data
1 General	
10.1	<p><i>The Employer is</i> Municipal Infrastructure Services Agent</p> <p><i>Physical Address:</i> Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p><i>Postal Address:</i> Private Bag X105, Centurion 0046</p> <p><i>Telephone:</i> 012 848 5300</p>
10.1	<i>The Project Manager is</i> Chief Engineer Eastern Cape
10.1	<i>The Supervisor is:</i> Sandra Mutangadura
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The <i>works</i> are THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL

Clause	Data
	MUNICIPALITY UNDER SARAH BAARTMAN DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.
11.2 (14)	The following matters will be included in the Risk Register <i>None</i>
11.2 (15)	The <i>boundaries</i> of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period of reply</i> is 2 weeks
2	The Parties' main responsibility
26.1	If the <i>Contractor</i> subcontracts work, he is required to submit a signed agreement with proposed Subcontractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
3	Time
30.1	The <i>starting date</i> is 14 days after the date of issuance of the award letter.
33.1	The <i>access date</i> 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 Six (6) 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.

Clause	Data
32	The <i>Contractor</i> submits revised programme at intervals no longer 4 weeks
4	Testing and Defects
42	The <i>defects date</i> is 12 months after Completion of the whole of the works.
43	The <i>defect correction period</i> is two weeks after completion of the whole of the works.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 20 th day of each successive month.
51.1	The <i>currency of this contract</i> is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.
6	Compensation events
60.1 (13)	The place where the weather is to be recorded is Kareedouw Town.
60.1 (13)	The weather measurements to be recorded for each calendar month are <ul style="list-style-type: none"> • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	Title
	No data required for this section of the <i>conditions of contract</i> .
70.2	80% of the value of materials on site could be claimed by the contractor
8	Indemnity, Insurance and Liabilities
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2
84.2	<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>

Clause	Data		
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Period following Completion of the whole of the services or earlier termination
	Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the <i>defects date</i> .
	Loss of or damage to Equipment	The replacement cost	Till the end of the <i>completion date</i> .
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the <i>completion date</i> .
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	Till the end of the <i>completion date</i> .
	Professional Indemnity Insurance (Professional Civil Engineering Services)	R2 million without limit to the number of claims	Till the end of the completion date.
85.1	Before the starting date and on each renewal the Contract shall provide applicable insurance policies to the Project Manager for acceptance. The certificates are signed by the Contractor's insurer or insurance broker		
86.1	The <i>Employer</i> provides no insurance cover.		
Option W1	DISPUTE RESOLUTION		
W1.2	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.2	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4	The <i>tribunal</i> is arbitration		

Clause	Data
W1.4	<p>The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</p> <p>The place where arbitration is to be held is To be Advised</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) or its successor body
Option X7	Delay Damages
X7	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	<p>Selection and appointment of the <i>Adjudicator</i></p> <p>A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i>. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.</p>
Z2	<p>Tax invoices</p> <p>The <i>Contractor's</i> invoice.</p> <p>Delete the first sentence of core clause 51.1 and replace by:</p> <p>The Employer makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>

Clause	Data
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>
	<p>Transfer of rights</p> <p>The <i>Employer</i> owns the <i>Contractor's</i> rights over material prepared for this contract by the <i>Contractor</i> except as stated otherwise in the Works Information. The <i>Contractor</i> obtains other rights for the <i>Employer</i> as stated in the Works Information and obtains from a subcontractor equivalent right for the <i>Employer</i> over the material prepared by the subcontractor. The <i>Contractor</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i></p>

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

The *Contractor* is advised to read the NEC3 Engineering and Construction (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

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

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

Postal Address: _____ Post Code: _____
Telephone: _____ Fax: _____
Mobile: _____ Email: _____

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

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

11.2 (21) The *bill of quantities* is

11.2 (31) The tendered total of the Prices is

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/KLM/EC/025/2024/25**

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1.3 SECURITIES: PERFORMANCE BOND

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the
Surety

of physical address

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

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his

obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

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

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

R _____

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

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

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

{Insert registered name of the *Employer*}

(the *Employer*) and

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

(the *Contractor*), for

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

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

(say)

R _____

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

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

	Guarantor's Liability	Period of Liability
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____
1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the <i>works</i>
1.3	Reducing to the guaranteed sum of R _____	From the day after the date of Completion of the whole of the <i>works</i> and until the date of issue of the last Defects Certificate.

1.4	Reducing to the guaranteed sum of: R _____	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.
-----	--	--

1.5 Thereafter this demand guarantee shall lapse.

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

3 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this demand guarantee.

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

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

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

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

Guarantor:

Representative

Representative

Name (printed)

Name (printed)

Capacity

Capacity

As Witness

As Witness

Guarantor's
stamp or seal



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

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PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

- 8 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 Tenderer tenders to do the work

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

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

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

mm = millimetre

m = metre

km = kilometre

km-pass = kilometre-pass

m² = square metre

m²-pass = square metre-pass

ha = hectare

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

C2.2 SCHEDULE OF QUANTITIES

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

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

The final design drawings and accompanying construction bill of quantities to be provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the tendered Schedule of Quantities below.

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SANS 1200 A	PRELIMINARY AND GENERAL				
1.1	8.3	Scheduled Fixed-Charge and Value-Related Items				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
		Provision for the site facilities:				
1.1.2	8.3.2.1	a) Facilities for the Engineer	Sum	1		
1.1.3	8.3.2.2	b) Facilities for the Contractor	Sum	1		
1.1.5	8.3.4	Removal of site establishment on completion of the project	Sum	1		
1.1.6		Compliance with the OHS Act regulations (Rate to include for risk assessment and other adjustments to ensure compliance) including Preparation of an OHS Plan	Sum	1		
		Environmental Management				
1.1.7		a) Compliance with Environmental Management plan including Waste Management	Sum	1		
1.2	8.4	SCHEDULED TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements	Sum	1		
1.2.2	8.4.2	Occupation and maintenance of the site facilities	Sum	1		
1.2.3	8.4.2.1	a) Facilities for the Engineer	Sum	1		
1.2.4	8.4.2.2	b) Facilities for the Contractor	Sum	1		
Carried Forward						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
1.2.5		Compliance with the OHS Act regulations and other adjustments to ensure compliance	Sum	1		
1.2.7	8.4.3	Fulltime OHS supervision for the duration of the contract	Prov. Sum	1	R40 000,00	R40 000,00
1.2.8		Contractors' supervision for the duration of the contract	Month	6		
1.3		SUMS STATED PROVISIONALLY BY THE ENGINEER				
1.3.1	PSA3	Employment of CLO for the duration of the Contract (R4500 pm plus R500 pm cell phone allowance)	Prov. Sum	1	R30 000,00	R30 000,00
1.3.2		Contractors' markup on item 1.3.1	%	10%		
1.3.3		Provision of Engineering Survey as instructed by the Engineer	Prov. Sum	1	R20 000,00	R20 000,00
1.3.4		Contractors' markup on item 1.3.3	%	10%	R20 000,00	R2 000,00
1.3.5		Percentage adjustment to Groundwater Source Development.	Prov. Sum.	1	R50 000	R50 000
1.3.6		Contractors' markup on item 1.3.5	%	5%	R50 000	R2 500.00
		Carried Forward				

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
1.3.7		Payment of PSC members for attendance of meetings for the duration of the contract (3 No members at R200 per member per meeting)	Prov. Sum	6	R600,00	R3 600,00
1.3.8		Contractors' markup on item 1.3.7	%	10%	R3 600,00	R360,00
1.4		Project Management & Contract Admin				
1.4.1		Survey, Geotech Investigations, Designs, Contract Administration, Closeout and Disbursements	Sum	1		
1.4.2		Occupational Health & Safety Agent	P Prov. Sum	1	R60 000,00	R60 000,00
Total Carried Forward to Summary						

SECTION 2: SITE CLEARANCE

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SANS 1200 C & PSC	SITE CLEARANCE				
2,1		CLEAR SITE				
2.1.1	8.2.1	Clear and grub vegetation in strip 2m wide on pipe route. Rate to include for trees of girth up to and including 1m.	m	1 600		
2.1.4	PSC 8.2.13	Remove existing gravel layer works to stockpile and maintain (for use as selected layers) as instructed by the Engineer.				
2.1.4.1		Gravel layer works to District Roads.	m ³	0		Rate Only
2.1.4.2		Fill material	m ³	1		Rate Only
2.1.4.3		Relocation of existing fences	km	0,2		
2.1.4.4		Working adjacent to existing services (stormwater pipes, stormwater v-drains, water pipes and electrical and telecommunication services)	m	250		
2.1.4.5		Working parallel to existing services (stormwater pipes, stormwater v-drains, water pipes and electrical and telecommunication services)	No	10		
Total Carried Forward to Summary						

SECTION 3: PIPE TRENCHES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	SANS 1200 D & 200 DB	PIPE TRENCHES				
3.1	PSDB 8.3.2	Excavation				
3.1.1	8.3.2(a)	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes:				
3.1.1.1		Up to and including 200mm ND for total trench depth:				
3.1.1.1.1		Exceeding 0,0m but not exceeding 1.m	m ³	1600,0		
3.1.1.1.2		Exceeding 1.5m but not exceeding 3.5m	m ³	200,0		Rate Only
3.1.1.1.3		Extra over item for 3.1.1.1.1 for intermediate excavation (Prov)	m ³	200,0		
3.1.1.1.4		Extra over item for 3.1.1.1.1 for hard rock excavation (Prov)	m ³	100,0		
3.1.1.1.5		Extra over item for 3.1.1.1.1 for bolder excavation (Prov)	m ³	100,0		
3.1.1.1.6		Extra over item for 3.1.1.1.1 for blasting to remove rock	Sum	1,0		Rate Only
3.2		Slope Protection (Provisional)				
3.2.1		Earth diversion berms as instructed by the Engineer	No.	5,0		Rate Only
Total Carried Forward to Summary						

SECTION 4: BEDDING

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4	SANS 1200 LB & PS LB	BEDDING				
4,1	8.2.1 & PS LB 3.1	Provision of Bedding from Trench Excavation				
		-				
4.1.1	8.2.1 (a)	Selected granular material	m ³	500,00		
4.1.2	8.2.1 (b)	Selected fill material	m ³	1300,00		
4,2	8.2.2	Supply only of Bedding by Importation				
4.2.1	8.2.2.1	From other necessary excavations (Provisional)				
4.2.1.1	8.2.2.1 (a)	Selected granular material	m ³	100,00		
4.2.1.2	8.2.2.1 (b)	Selected fill material	m ³	200,00		
4.2.2	8.2.2.3	From Commercial sources				
4.2.2.1	8.2.2.3 (a)	Selected granular material	m ³	50,00		
4.2.2.2	8.2.2.3 (b)	Selected fill material	m ³	100,00		
43	8.2.3	Concrete Bedding Cradle (Provisional)				
		-				
4.3.1		15/19 Grade concrete	m ³	1,00		Rate Only
Carried Forward						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
4,4	8.2.4	Encasing of Pipes in Concrete (Provisional)				
4.4.1		Encasement of Pipe in 25/19 Grade concrete including all formwork and reinforcement (100kg steel per m ³ concrete) for water crossings. Refer to standard detail	m ³	1,0		Rate Only
4,5	8.2.4	Thrust Blocks				
4.5.1		Construct thrust blocks in 25/19 Grade concrete including all preparation work and formwork required. Refer to standard detail	m ³	2,0		
Total Carried Forward to Summary						

SECTION 5: MEDIUM PRESSURE PIPELINES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5	SANS 1200 L	MEDIUM PRESSURE PIPELINES				
5,1	8.2.1	Supply, bed, lay, disinfect, join and test potable water pipelines. All works inclusive in the rate, except where specific items are provided. All activities in accordance with project specifications.:				
		HDPe Pipes				
5.1.1		50 mm dia. PN 10	m	2		Rate Only
5.1.2		63 mm dia. PN 10	m	1 600		
5.1.3		75 mm dia. PN 16	m	0		Rate Only
	8.2.1	Steel Pipes				
		80mm dia Klambon Class 40	m	0		
5,2	PSL 8.2.16	Pipeline Markers as per standard detail	No.	20		
5.2.1		Supply and install standpipe complete including HDPE saddle, 32mm HDPe pipe(20m), tap and galvanised riser pipe, concrete work including shuttering, elbows, nipples, etc.	No.	0		
5.2.2		Install Aqua Flow limiters where instructed by the Engineer complete.	No.	0		
Total Carried Forward to Summary						

SECTION 6: PIPE FITTINGS AND SPECIALS

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6	SANS 1200 L	PIPE FITTINGS AND SPECIALS				
	8.2.2 PSL 8.2.4 PSL 8.2.5	Extra-over 8.2.1 for the Supplying, Laying and Bedding of Specials complete with Couplings as follows:-				
	8.2.4 PSL 8.2.6	Supply, lay, joint and bed including cutting pipes where required for the following:				
6.1.		HDPE Pipe Bends (PN 12.5)				
6.1.1		50mm dia. x 45° bends.	No.	0		Rate Only
6.1.2		50mm dia. x 90° bends.	No.	0		Rate Only
6.1.3		63mm dia. x 45° bends.	No.	4		
6.1.4		63mm dia. x 90° bends.	No.	8		
6.1.5		75mm dia. x 45° bends.	No.	0		Rate Only
6.1.6		75mm dia. x 90° bends.	No.	0		Rate Only
6,2		Socketed Reducers (PN12.5)				
6.2.1		63mm x 50mm	No.	8		
6.2.2		75mm x 50mm	No.	0		Rate Only
6,3		Equal Tees (PN12.5)				
6.3.1		50mm x 50mm	No.	0		Rate Only
6.3.2		63mm x 63mm	No.	4		
6.3.3		75mm x 75mm	No.	0		Rate Only
Total Carried Forward to Summary						

SECTION 7: VALVES AND CHAMBERS

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7		VALVES				
7,1	8.2.3	Extra-over 8.2.1 for the supplying, fixing and Bedding of Valves as indicated below:				
		Isolation Valves Complete				
7.1.1	PSL 3.13.2	Supply and install the following flanged Resilient seal Gate valves complete with prefabricated valve chamber, PN 12 with non-rising spindle, Clockwise closing, including all gaskets, bolts, nuts and washers.				
7.1.1.1		50mm	No.	2		
		Air Valves Complete				
7.1.2	8.2.5	Supply and install 50mm PN 16 Air Valve assemblies Complete with valve chamber. Rate is inclusive of valve chamber, scour pipework and headwall to scour pipe.	No.	3		
		Scour Valves Complete				
7.1.3	8.2.5	Supply and install Scour Valve assemblies Complete with wedge gate valve and valve chamber. Rate is inclusive of valve chamber, scour pipework and headwall to scour pipe.	No.	1		
		Check / Non-Return Valves Complete				
7.1.4	8.2.5	Supply and install Check / Non Return Valve assemblies Complete with valve chamber.	No.	2		
				Carried Forward		

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
		Bulk Water Meter Complete				
7.1.5	8.2.5	Supply and install 80mm Bulk Water Meter assemblies complete with prefabricated meter chamber.	No.	2		
Total Carried Forward to Summary						

SECTION 8: PUMPSTATION

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8		SMALL WORKS (PUMP STATION)				
		Electrical Supply				
8,1		Supply, erect, test and commission electrical supply incl. all related works and connections. 5 core electrical cable will run for 1500m (from connection point to Borehole chamber).	Sum	1		
Total Carried Forward to Summary						

SECTION 9: FENCING

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9		FENCING				
9,1		Supply and erect Cochrane fencing or similar approved to secure the borehole chamber/ pumphouse inclusive of access gate. (Perimeter 24m and 2.4m height above ground level)	Sum	1		
9,2		Supply and install double leaf vehicle gates	Sum	1		
Total Carried Forward to Summary						

SECTION 10: BOREHOLE PUMP AND LOUWERWATER SNAG LIST

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
10		BOREHOLE PUMP INSTALLATION				
10,1		Supply borehole with submersible pump, motor, pipework, valves, meter, strainer, incl. all related works (Q=1.16l/s H=95m) SVM 15019/220 Pump @ 2.2kw or similar approved	Sum	1		
10,2		Construct of lockable borehole chamber (1.8m diameter)	Sum	1		
10,3		Pre-Treat Iron and Manganese from the borehole	Sum	1		
		LOUWERWATER BOREHOLE SNAG LIST				
10,4		Fill all broken edges and seal exterior concrete manhole ring joints with a suitable sika product or similar approved.	Sum	1		
10,5		Remove rusting steel stand, supply and install galvanize steel meter stand. Supply and install gaskets between flanges.	Sum	1		
10,6		Remove rusting flange adaptors, supply and install heavy-duty stainless-steel flange adaptors. (50mm diameter).	Sum	1		
10,7		Fill all broken edges on the precast concrete slabs at (GWA_L3) with a suitable sika product or similar approved, clean around the borehole chamber.	Sum	1		
10,8		Supply lifting hooks for precast concrete slab on (GWA_L3)	No	12		
Total Carried Forward to Summary						

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2: SITE CLEARANCE	
3	SECTION 3: PIPE TRENCHES	
4	SECTION 4: BEDDING	
5	SECTION 5: MEDIUM PRESSURE PIPELINES	
6	SECTION 6: PIPE SPECIALS AND FITTINGS	
7	SECTION 7: VALVES	
8	SECTION 8: SMALL WORKS (PUMP STATION)	
9	SECTION 9: FENCING	
10	SECTION 10: BOREHOLE PUMP INSTALLATION	
	TOTAL OF SECTIONS (VAT EXCLUDED)	
	ADD: VAT @ 15%	
	TOTAL PROJECT COST TO BE CARRIED TO THE FORM OF OFFER AND ACCEPTANCE	

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Reference no.: **MISA/KLM/EC/025/2024/25**

THE APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE EQUIPMENT AND CONSTRUCTION OF THE RISING MAIN FOR THE KAREEDOUW BOREHOLE AND THE RECTIFICATION OF SNAGS FOR THE LOUTERWATER BOREHOLE WITHIN THE KOUKAMMA LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PART C3: SCOPE OF WORK

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C3.3 SECTION C: MANAGEMENT	ERROR! BOOKMARK NOT DEFINED.

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

A. EMPLOYERS' OBJECTIVES

MISA's objective is to appoint a management contractor, for the final design and implementation services for the equipment and construction of the bulk main to connect the borehole to the raw water storage dam, for the Kareedouw Borehole and the rectification of snags for the constructed Louerwater Borehole within the Koukamma Local Municipality, within the jurisdiction of Sarah Baartman District Municipality, in the Eastern Cape Province.

The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for project designs and execution thereof.

B. BACKGROUND

Koukamma Local Municipality is situated in the Eastern Cape Province and is a sparsely populated region compared to other areas in the Province. The population of Koukamma Local Municipality is estimated at approximately 43 689 in 2016 (STATS SA 2016). The local municipality spans 35 575 km² and falls within the Sarah Baartman District Municipality.

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

Due to limited resources (financial and technical) the Municipality is struggling to adequately operate and maintain its water and sanitation infrastructure. Koukamma Local Municipality experiences serious water shortages in some of its towns because they do not get sufficient water from both underground and surface water sources. In some cases, the Municipality experiences boreholes' collapse. In other cases, they do not get water from newly drilled boreholes due to budgetary constraints, boreholes are drilled, then await funding for equipment and connection to the reticulation network.

The project's main objective is to equip and connect previously drilled boreholes, in order to augment water supply to the water stressed communities of Kareedouw and Louerwater, within Koukamma Local Municipality.

B. PROJECT HISTORY

The Assessment of Six Boreholes, the Refurbishment and Connection to the area on the reticulation network of Three Boreholes drilled within Koukamma Local Municipality Project was awarded to Buchule Consulting on the 31st of March 2022. The project commenced with the introduction of the Contractor to the Municipality on the 25th of April 2022, and the resolution was taken for the Project works commencement date to be set as the 1st of May 2022. The project construction duration was Six (06) months. A submission was done during the month of October 2022, requesting approval for a scope

revision and subsequent extension of time. The submission was approved on the 18th of October 2022. The extension of time without costs for the contract between MISA and Buchule Consulting was approved from the 31st of October 2022 to the 30th of November 2022.

The specified Scope of Works included:

- Conducting the Condition Assessments for the six boreholes; one borehole drilled in Coldstream, one borehole drilled in Guava Juice, one borehole drilled in Kareedouw and three boreholes drilled in Louterwater in order to provide the municipality with technical information for the targeted boreholes for future WCDM planning purposes.
- Completion of the Designs for equipping the three assessed Louterwater boreholes, equipping the boreholes, and construction of rising mains to connect the boreholes to the existing municipal bulk water reticulation system.

The Revised Scope

Due to the insufficient yield of two of the Louterwater boreholes, and vandalism of the third borehole, the scope of the project was revised from the design and connection of three boreholes drilled in Louterwater to: -

- The drilling, equipment and connecting to the area reticulation network of one borehole close to the site of the vandalised GWA-L1 in Louterwater.
- The protection of one of the productive boreholes (GWA-L3) from vandalism by installing a concrete encasement.
- The equipment and connection to the raw water network of the borehole assessed in Kareedouw.

Completed Scope

- The Condition Assessments of the six boreholes; one borehole drilled in Coldstream, one borehole drilled in Guava Juice, one borehole drilled in Kareedouw and three boreholes drilled in Louterwater was completed, the reports were submitted and approved.
- The drilling, equipment and connecting to the area reticulation network of one borehole close to the site of the vandalised GWA-L1 in Louterwater was completed.

Outstanding Scope

- The equipment and connection to the raw water network of the borehole assessed in Kareedouw was never completed.
- The rectification of the Snag List drawn up for the Louterwater Borehole was never completed.
- The Project is currently sitting at approximately 75% completion.

Termination of the Contract

The appointment, the Management Contractor, (Buchule Consulting), did not timeously meet their contractual obligations, subsequently on the 28th of April 2023, the “Final Notice to Terminate” the contract was issued to the SP and the prescribed twenty-eight days’ notice period lapsed on the 28th of May 2023. The termination processes progressed, and on the 30th of September 2024, the Accounting Officer approved the request the appointment of Service Provider to complete the outstanding scope of works for the project.

A. OVERVIEW OF THE WORKS

The overview of the works entails the equipment and the construction of the rising main for the Kareedouw Borehole and the rectification of snags for the Louterwater Borehole within the Koukamma Local Municipality to ensure the supply of potable water to 964 households in Kareedouw and 933 households in Louterwater communities, in MISA’s endeavour to improve the life the people.

B. EXTENT OF THE WORKS AND SERVICES

The extent of the works include:

- The equipment of one borehole, the construction of 1.6 km rising main and correction of the snags for the Louterwater borehole.
- Appointment of Registered Professional Engineer or Technologist
- Works Design Report, works specifications, Construction BOQ, Design and Working Drawings.
- Yield and Water Quality Tests.
- Construction of 1600m of Ø63mm HDPE Class 10 Rising main.
- Testing and commissioning of the works
- Training of Municipal Employees on operational and maintenance.
- As Built Drawings
- Training Manuals, Operation and Maintenance Manuals

C. Project Deliverables

Deliverables **include:**

- a)** Works Design Report works, BOQ, specifications and Design and Working Drawings.
- b)** Borehole analysis results.
- c)** One Equipped Boreholes, 1.6 km long water pipeline and corrected snags.
- d)** Motor Control Centre (MCC).
- e)** Installation of suitably sized pump

- f)** Security fencing.
- g)** Water Testing Results including bedding compaction and/or pipe construction or replacement (where necessary),
- h)** Electricity supply to pumps, including;
 - a.** Anti-theft measures.
- i)** Bulk supply pipeline, including;
 - a.** Bulk metering
 - b.** Route determination.
- j)** Topographic and as-built surveys
- k)** Geotechnical investigation
- l)** Training of Municipal Employees on operational and maintenance.
- m)** Closeout Report including:
 - i. Pictures before and after the Works and a file of all Contractual Documentation.
 - ii. As Built Drawings
 - iii. Training Manuals, Operation and Maintenance Manuals

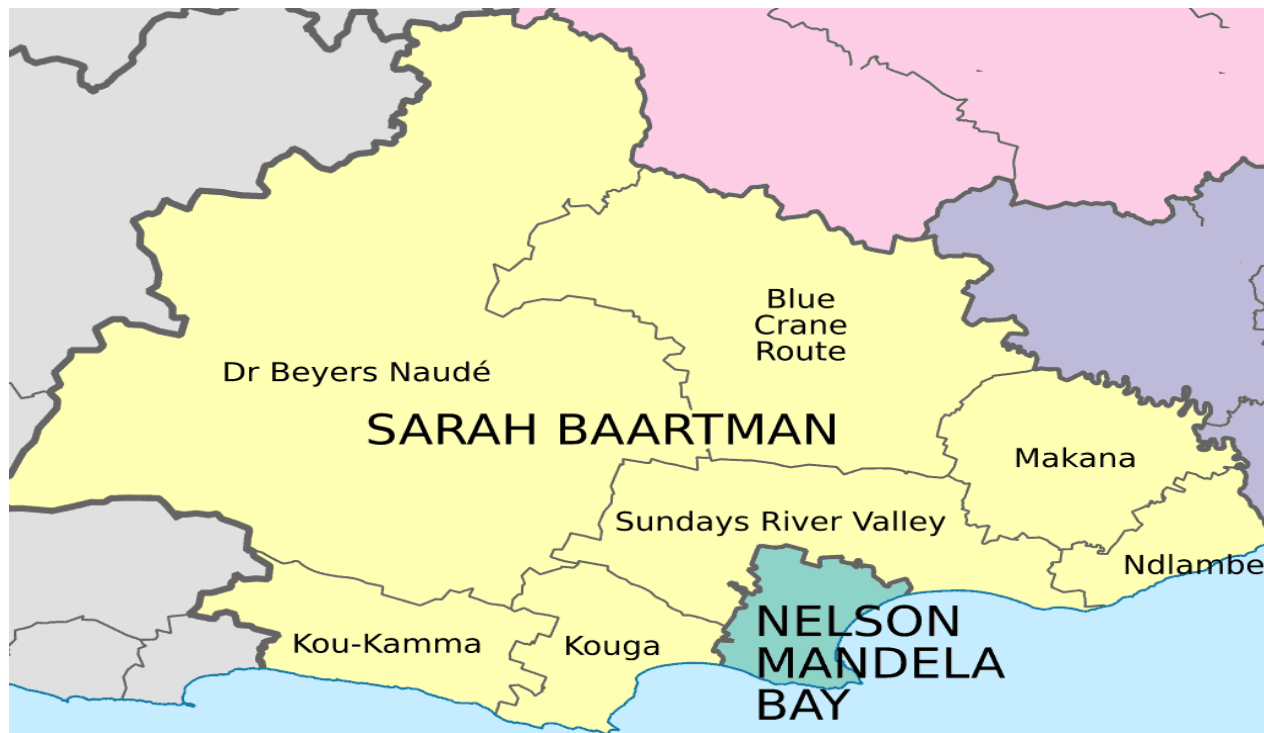
Administrative Deliverables

- Project Implementation Plan,
- Monthly Implementation Progress Reports
- Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders

D. LOCATION OF THE WORKS

The target areas fall under the jurisdiction of the Koukamma Local Municipality within Sarah Baartman District Municipality.

Figure 2: Location of Koukamma Local Municipality in Sarah Baartman District Municipality.



The project areas are located in the towns of Kareedouw and Louterwater, within the Koukamma Local Municipality. The locality of the target areas is shown in the Figure 3 and Figure 4 below.

Figure 3: Kareedouw Borehole Locality

GPS Coordinates: Kareedouw Borehole: 31°41'10.96"S ; 26°48'11.42"E



Figure 4: Louterwater Borehole Locality

GPS Coordinates: Louterwater Borehole: 33°47'22.38"S; 23°37'51.62"E



E. LEGISLATIVE REQUIREMENTS

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

- a) General Authorization (DWS)
- b) Environmental Impact Assessment (if required)
- c) Any 'wayleaves' required (Local Municipality, ESKOM, TELCOM, etc.)
- d) Compliance with the OHS Act regulations

F. ENGINEERING DESIGNS

The proposed engineering solution must be signed off by the appointed Consultant either registered as a Professional Civil Engineer (Pr Eng) or Professional Civil Engineering Technologist (Pr Tech Eng) with ECSA.

The proposed engineering design strategy should allow for the following design parameters:

General design criteria and philosophy

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

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

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

Water Demand

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

The design parameters (assumptions) are as follows;

General arameters:

- Household content = 6 persons
- Population growth = 1.14% per annum
- Consumption rate = 60 litres/capita/day
- Summer Peak Factor = 1.2

➤ **Kareedouw Town:**

- Total Number of Households = 963 HH
- Total Population = 5777 persons (projected est population)
- Design Population in 10 years = 6470 persons (projected est population)

Raw Water Rising Main:

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

➤ Kareedouw Borehole Rising Main:

- Proposed pipe dia. = 63 mm
- Minimum velocity = 0.6 m/s
- Required Flow Rate = 1.16 l/s
- Static Head = 85 m
- Estimated pipeline length = 1600 m

G. PROJECT MANAGEMENT STRUCTURES

The Management Contractor will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Eastern Cape Province.

All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Eastern Cape, after approval of completed works.

The Role of the Municipality is defined as follows:

- i. Nominate a project technical official to be part of the project team
- ii. Assist in the identification of relevant officials to be trained for Operation and maintenance of the asset produced by this project.
- iii. Acceptance of the asset to be produced by this project at handover stage and include in the asset register.
- iv. Budget for the operation and maintenance of the asset
- v. Operate and maintain the asset

H. TIME FRAMES

The estimated timeframe for completion of all the activities as described herein the C3: Scope of work is **6 months** from the date of start of work.

I. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

J. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

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

K. PRELIMINARY AND GENERAL

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

The P&G is to include full compensation for the Service Provider's costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R4500 monthly and tools of trade (including monthly airtime of R500 to complete all responsibilities required for the successful completion of the project). Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R200 per PSC member per sitting per month.

L. STANDARD SPECIFICATIONS

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

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

SANS 1200 A :	General
SANS 1200 AB :	Engineers Office
SANS 1200 C :	Site Clearance
SANS 1200 D :	Earthworks
SANS 1200 DB :	Earthworks (Pipe Trenches)
SANS 1200 G :	Concrete
SANS 1200 HA :	Structural Steelwork (small works)
SANS 1200 L :	Medium pressure pipelines
SANS 1200 LB :	Bedding (Pipes)
SANS 1200 MM :	Ancillary Road works

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

The following SANS specifications are also applicable to this contract:

SANS 1921 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor
Part 3:	Structural Steelwork
Part 6:	HIV/AIDS Awareness

SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works and where accommodation of traffic is involved

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

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

South African Bureau of Standards
Private Bag X191
Pretoria, 0001

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

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

3.2.2 Construction Materials

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.

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

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

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with Occupational Health and Safety Specification for Construction Works Contracts.

3.3.3 Completion strategy

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

3.3.7 Communications

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

3.3.9 Invoices

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

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

The locality of the target area is shown in the photograph below.



