Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/BWS/ILM/EC/028/2026/27

APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN INGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

November 2026

Issued by:

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

Name of Bidder: . . . . . .

Bidder's Offer: . . . . . .

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

THE TENDER

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Tender Procedure: Open Tender Procedure

Based on

MISA Supply Chain Management Policy dated 12 February 2026

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

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

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

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

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T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites bids from suitably qualified Contractors for the provision of siting of boreholes, drilling and installation on electrical panels, motors, valves and building at Ngquza Hill LM under OR Tambo District.

Bidders should have a CIDB contractor grading of **4CE** or higher.
Contracts will be based on the NEC3 Engineering and Construction Contract (Option B: Priced Contract with Bill of Quantities).

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/BWS/ILM/EC/028/2026/27	**APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLE, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR FOR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**	**Ingquza Hill Local Municipality Flagstaff** **Date & Time:** 27 November 2026 11h00 **Longitude & Latitude:** 31. 4'51 48S, 29. 29'44.88 E **Address:** 135 Main Street, CBD, Flagstaff, 4810	**22 January 2027 11h00** **All Bid documents to be submitted to:** **1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046** **TEL: 012 484 5300**

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

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

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

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

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

Issued by:

Municipal Infrastructure Support Agent

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T1.2 TENDER DATA

TENDER DATA

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

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

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

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

Clause number	Tender Data
4.1	**ONLY** those bidders who satisfy the following **ELIGIBILITY CRITERIA** and who provide the required evidence in their tender submissions, are eligible to submit tenders and have their tenders evaluated: 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 **4CE 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, a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of **4CE 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 4CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. Bidders must submit a CIDB Grading Certificate **(4CE)** or confirmation from CIDB that the bidder has applied for CIDB Grading level **4CE** 3. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties. 4. Bidders must attend the compulsory briefing meeting and site visit and sign the attendance register. 5. Only tenderers who can demonstrate that they have the following suitably qualified and experienced resources shall be considered. The Civil Engineer (Contract Manager) must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer or Professional Engineering Technologist, hold a recognised qualification in Civil Engineering, and possess a minimum of five (5) years' relevant post-qualification experience in the water services field. The Geohydrologist must hold a BTech, BSc or equivalent recognised qualification in Hydrogeology, Geohydrology, Hydrology, Geology or Geophysics, be registered with the South African Council for Natural Scientific Professions (SACNASP) as a Professional Natural Scientist in a relevant field of practice and possess a minimum of five (5) years' relevant post-qualification experience in the water services field. (Attach proof of valid ECSA and SACNASP registration Certificate, CV and Qualification for each resource): • **Civil Engineer (Contract Manager)** • **Geohydrologist**
4.7	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). **No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.**

Clause number	Tender Data
	Bidders/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.
4.12	No alternative tender offer will be considered.
4.13 4.15	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: **Location of tender box:** Reception area of MISA Offices Municipal Infrastructure Support Agent's Office **Physical Address**: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 **Telephone**: 012 848 5300 **Identification details on the Tender package(s):** 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 contact details of the bidder, 5. Date of submission
4.13.4	The bidder is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as **original**, **one copy of the original** and **one scanned copy of the original completed and signed tender documents in a memory stick.**
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 120 working days.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 10 working days before tender closing time.
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)	The procedure for the evaluation of responsive tenders is **Mandatory requirements, Functionality and Price and Preference** as explained in the **CIDB**'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is **detailed as follows:** **Phase 1:** Administrative requirements and Mandatory requirements **Phase 2:** Bidders must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Bidders which do not meet minimum functionality of **70 points** will then be rejected. **Phase 3:** Price and preference (80/20 system) **1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:** As per4.1 above **Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):** 1. The bidder must be registered on the Central Supplier Database (CSD) prior to the award 2. All bidder's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. 3. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main bidder having submitted an original or certified copy of his/her own B-BBEE certificate. 4. A valid original or certified copy of amended Construction Sector Codes (CSC000) **B-BBEE Certificate issued by SANAS accredited Agency** must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate issued by SANAS accredited Agency must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders that are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, to claim B-BBEE points. Generic sector

Clause number	Tender Data
	codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points. 6. In cases where key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certificate indicating the relevant equivalent South African Qualification. 7. The tender documents issued by MISA must not be tampered with and must remain intact. 8. 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. 9. The tender documents issued by MISA must not be tampered with and must remain intact. 10. The tender documents completed in all respects, signed off by the authorised signatory, as **authorised in Part T2.2: Returnable Schedule No 7 "Resolution for Signatory".** Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such**.** a) Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender will apply. **2. PHASE TWO: FUNCTIONALITY EVALUATION** **TENDERERS WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:** 1. The Tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The Tender must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from Phase Three evaluation and will be discarded from any further evaluation. 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 of the Bidder to ensure that all copies are clear and certified when the conditions require them to be so. **3. PHASE THREE: EVALUATION OF BIDS ON PRICE AND PREFERENCE POINTS SYSTEM IN LINE WITH PREFERENTIAL PROCUREMENT REGULATION 2022** During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.

Clause number	Tender Data
	Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals The following table shows allocation of points

Criteria	Points
POINTS ON PRICE	**80**
SPECIFIC GOALS (B-BBEE)	**20**
TOTAL	**100**

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

6. A maximum of 80 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 tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

7. A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.
8. 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.
9. Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.

SPECIFIC GOALS

The Employer reserves the right to apply other specific goals in accordance with PPR Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPFA 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.

Points claimed will be according to bidder's specific goals as indicated in Table below:

Clause number	Tender Data

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

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

The specific goals may include—

10. Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
11. Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

Definitions

Specific goals": means specific goals as contemplated in section2(1)(*d)* of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette No.*16085 date 23 November 1994

"Ownership "means the percentage ownership and control, exercised by individuals within and enterprise.

"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 an activity in the manner, or within the range, considered normal for a human being.

Documents required for verification of points allocation are as follows:

Procurement Requirement	Required Proof Documents
Women	Certified ID copies of Directors + CIPC Company Registration Documents
Disability	Doctor's letter/report confirming the disability and/or Proof receipt of Disability Grant
Youth	Certified ID copies of Directors + CIPC Company Registration Documents
Location	Municipality bill/ Lease agreement/ Letter from local authority
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>Clause number</th><th>Tender Data</th></tr>
<tr><td></td><td>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</td></tr>
<tr><td>5.11.9</td><td>A Tenderer scoring below 70 points (the minimum in Functionality / Quality) shall be considered as DISQUALIFIED for evaluation and shall be discarded from further evaluation.
<table>
<tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum Number of points</th></tr>
<tr><td>Experience of the tenderer in ground water development, construction or installation of municipal water infrastructure which includes water pump stations, pipelines and storage reservoirs</td><td>Schedule 1</td><td>30</td></tr>
<tr><td>Experience of Key Personnel
<table>
<tr><td>Civil Engineer/ Contract Manager</td><td>20</td></tr>
<tr><td>Geohydrologist</td><td>20</td></tr>
<tr><td>Site Agent</td><td>10</td></tr>
<tr><td>Foreman/Supervisor</td><td>5</td></tr>
<tr><td>Health and Safety Officer</td><td>5</td></tr>
<tr><td>Total</td><td>60</td></tr>
</table></td><td>Schedule 2</td><td>60</td></tr>
<tr><td>Plant and Equipment</td><td>Schedule 3</td><td>10</td></tr>
<tr><td>Maximum possible score for quality (M_s)</td><td></td><td>100</td></tr>
</table></td></tr>
<tr><td>5.13</td><td>Tender offers will only be accepted if:
1. the Bidder or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the Bidder has not:
a. abused the Employer’s Supply Chain Management System; or
b. failed to perform on any previous contract and has been given a written notice to this effect;
3. The Bidder demonstrated that they have capacity and capability to complete the works.
4. The Bidder does not pose a risk to the employer such as not having capacity in the tendered project region.
5. The Bidder does not pose commercial risk in relation to financial offers and market related rates.
6. the Bidder has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.
7. the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</td></tr>
</table>

Clause number	Tender Data
	8. the Bidder/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the Bidder has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Bidder.
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
5.17	**Cancellation and re-invitation of tenders** MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested, or (b) funds are no longer available to cover the total envisaged expenditure, or (c) no acceptable tenders are received, or (d) Tender validity period has expired, or (e) Gross irregularities in the tender processes and/or tender documents, or (f) No market related offer is received (after attempts of negotiation processes) 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 was advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decides otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Point scored must be rounded off to the nearest 2 decimal places. *(If the value of the 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.)* D. In the event that two or more Tenders have scored equal total points, the successful Bid must be the one scoring the highest number of preference points **for B-BBEE.** E. However, in the event that two or more Tenders have scored equal point including equal **Specific Goals**, the successful tender must be the bidder scoring the highest points for **Functionality.** F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.

Clause number	Tender Data
	ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are: **A. Joint Venture** Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. **B. Costs incurred by Bidder** 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 and site visit in connection therewith. The employer reserves the right to accept the whole works or part of the works. **C. Acceptance of Bid** **D.** 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. **E. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award** **Should a Bidder** a) Withdraw his Tender during the period of its validity, or b) Give notice of his inability to execute the Contract or fail to execute the Contract, or 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, **then the Bidder shall be liable for and pay to the Employer –** 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. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under this or any other tender or Contract between the Employer and the Bidder, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfilment of this or any other tender or Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Bidder's default.

Clause number	Tender Data
	F. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Bidder or any person is being an employee, partner, director, member or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract, a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract, b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Bidder's favour, c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract, e) as to the amount of the Tender to be submitted by either party, f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. 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. **G. South African Jurisdiction** The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Bidder shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Bidder shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. **H. Amendments to Tender by Employer** **a) Arithmetical Errors** The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006): 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,

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

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

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

Failure to provide information that is mandatory shall result in the bidder's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

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

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

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

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

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

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

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID - SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *MUNICIPALI INFRASTRUCTURE SUPPORT AGENT*					
BID NUMBER:	**MISA/BWS/ILM/EC/028/2026/27**	CLOSING DATE:	**22 JANUARY 2027**	CLOSING TIME:	**11:00 am**
DESCRIPTION:	**APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1303 Heuwel Avenue, Riverside Office Park, Letaba House					
1st Floor, Centurion, Pretoria 0046					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Mandy Batyi**	CONTACT PERSON	**Ms. Thembeka Zindela**
TELEPHONE NUMBER	**0128485300**	TELEPHONE NUMBER	**0128485300**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenders @misa.gov.za**	E-MAIL ADDRESS	**tenders @misa.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐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.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation Position	Name of bidder Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender 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 tender 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 tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, 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 tenderer, either before a tender 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) **"tender"** 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 tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

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 tender. For the purposes of this tender the tenderer 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 tender:

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 tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender 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 tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, 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 tendering 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 tenderer 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 TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

B-BBEE EXEMPTED AFFIDAVIT FOR <u>EXEMPTED MICRO ENTERPRISES</u> (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: _____

B-BBEE EXEMPTED AFFIDAVIT FOR <u>QUALIFYING SMALL ENTERPRISES (QSE)</u>

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

o Black Youth % _____%
o Black Disabled % _____%
o Black Unemployed % _____%
o Black People living in Rural areas % _____%

o Black Military Veterans % _____%

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

4. I know and understand the contents of this affidavit, and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date: _____

_____

Commissioner of Oaths
Signature & stamp

Date: _____

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

(ATTACH HERE)

4. VALID CERTIFICATES OF A BIDDER

(ATTACH HERE)

5. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:
"By resolution of the board of directors passed at a meeting held on _____

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____
IN HIS/HER CAPACITY AS: _____
DATE:_____
SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . , authorised signatory of the company . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	**APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**
SCMU NUMBER	**MISA/BWS/ILM/EC/028/2026/27**

NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner: …… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……

7. SCHEDULE 1: EXPERIENCE OF THE BIDDER (30 POINTS)

1. Requirements

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

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

2. Points Scoring

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

Table : Project points allocation

No	Project Value R 1 000 000 and above	Points per Project
a)	One Project	**10 points**
b)	Two Projects	**20 points**
c)	Three Projects	**30 points**

1. **Means of Verification:** Bidders are requested to submit completion certificates and corresponding appointment letters

2. Listing of Completed Projects

Bidders are requested to list a maximum of **Three (3) 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.							

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

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

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

Signed ---------- Date _____

Name ---------- Position _____

Enterprise name _____

8. SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (60 POINTS)

a) Summary

Total Points 60 points for key personnel is allocated as follows

- **Civil Engineer/Contract Manager (Pr Eng/Pr Tech Eng) =** 20
- **Geohydrologist (SACNASP Registration) =** 20
- **Site Agent =** 10
- **Foreman/Supervisor =** 5
- **Construction H &S Officer =** 5
- **Total =** 60

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) Points will be allocated per key personnel resource as per the table below. The minimum experience must be post-qualification of the minimum required qualification for all key personnel:

Personnel	Minimum Years Experience Post Qualification	Minimum Qualification	Points for Key Personnel
Civil Engineer/ Contract Manager	5 Years	Bachelor of Technology, Bachelor of Science or Bachelor of Engineering in Civil Engineering	20 Points
Geohydrologist (Professional registration mandatory)	5 Years	Bachelor of Technology, Bachelor of Science in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics, or other suitable qualification	20 Points
Site Agent	5 Years	National Diploma in civil engineering	10 Points
Foreman	5 Years	N6 certificate in civil engineering	5 Points

Construction Health & Safety Officer	3 Years	OH&S certificate or Equivalent	5 Points

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

c) Means of Verification:

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

d) Listing of Key Personnel

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	**=**	**60 Total Points**
1. Civil Engineer/Contracts Manager	=	**(20 points)**
1.1. Requirements		
Minimum Qualification: B Tech degree in Civil Engineering (NQF 7). Registered with ECSA as a Professional Engineer or Engineering Technologist (Pr.Eng /Pr.Tech Eng). Minimum experience 5 years after qualifications. The CV must demonstrate years of experience in exploration and siting of boreholes.		
1.1.1. Qualifications	**=**	**10**
• B Tech Degree Civil Engineering	**=**	7
• BSc/BEng Degree or higher in Civil Engineering	**=**	10
1.1.2. Experience	**=**	**10**
• 5 to below 7 years	**=**	6
• 7 to below 10 years	**=**	8
• 10 years and above	**=**	10
2. Geohydrologist (SACNASP Professional registration mandatory)	=	**(20 points)**
2.1. Requirements		
B Tech/ BSc degree in Hydrogeology, Geohydrology, Hydrology, Geology, Geophysics. Minimum of 5 years of experience post qualification, Provide SACNASP professional registration certificate and CV of Geohydrologist. The CV must demonstrate years of experience in exploration and siting of boreholes.		
2.1.1.Qualifications	**=**	**10**
• B Tech Degree in Hydrogeology/Geohydrology/ Hydrology/ Geology/ Geophysics	**=**	7
• BSc/BEng Degree or higher in Hydrogeology/Geohydrology/ Hydrology/ Geology/ Geophysics	**=**	10
2.1.2.Experience	**=**	**10**
• 5 to below 7 years	**=**	6
• 7 to below 10 years	**=**	8
• 10 years and above	**=**	10
3. Site Agent	=	**(10 Points)**
3.1. Requirements		
Minimum Qualification: National diploma in Civil Engineering (NQF 6). Minimum experience 5 years after qualifications		

Key Personnel	**=**	**60 Total Points**
3.1.1.Qualifications	**=**	**5**
• National diploma in Civil Engineering	**=**	3
• B Tech Degree Civil Engineering	**=**	5
3.1.2.Experience	**=**	**5**
a) 5 to below 7years	**=**	3
b) 7 years and above	**=**	5
4. Foreman/Supervisor	**=**	**5 points**
4.1. Requirements		
The CV must demonstrate years of experience in any of the following: Management of construction site, supervising construction staff and/or sub-contractors, general supervision of construction work in any construction field.		
4.1.1.Qualification	**=**	**2 points**
• N6 certificate in civil engineering	=	2 Points
4.1.2.Experience	**=**	**3 points**
a) 5 to below 8 years	=	2 points
b) 8 years and above	=	3 points
5. Construction Health and Safety Officer	**=**	**5 Points**
5.1. Requirements		
SAMTRAC certificate or equivalent recognised Occupational Health and Safety qualification. Minimum experience 3 years after qualifications		
5.1.1.Qualification	**=**	**2 points**
• Certificate in Construction Health and Safety officer (CHSO)	**=**	2 points
5.1.2.Experience	**=**	**3 points**
a) 3 to below 5 years	=	1 point
b) 5 years and 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	Civil Engineer/ Contract Manager (valid Professional registration with ECSA is mandatory)		Qualification:	
			Name of Professional Body:	
			Date Registered:	
2	Geohydrologist (valid Professional registration with SACNASP is mandatory)		Qualification:	
			Name of Professional Body:	
			Date Registered:	
3	Site Agent		Qualification:	
4	Foreman		Qualification:	
1	Construction Health and Safety Officer		Qualification:	

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 authorized 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: …….....

Schedule 3: Plant and Equipment (10 points)

a) Requirements

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the 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**
Light Bakkie (1 ton) (1 required)	**5**
Total scored	**10**

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 cases where the Bidder own part of the required plant and part will be hired,** the Bidder must attach proof of ownership as per 1 above and plant hire letter as per 2 above accordingly.

5. **In cases where proof of ownership cannot be provided in the form of E-Natis registration documents** due to the **nature** of the plant and equipment, a supplier invoice in the name of the bidder or 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

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

SCHEDULE OF PLANT AND EQUIPMENT

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	**TLB**	1	5		
2.	Light Bakkie (1 ton)	1	5		
	Total		**10**		

BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO 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

Reference no.: **MISA/BWS/ILM/EC/028/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

The Contract

Based on:

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/BWS/ILM/EC/028/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL 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 bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

_____**) (in word)**

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

Signature		Date:
	.....	.....
Name		
	.....	.....
Capacity		
	.....	.....
For the bidder:		
	.....	
Name & signature of witness	*(Insert name and address of organisation)*	Date
	.....	.....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature _____ Date: _____

Name(s) Ms. Pati Kgomo

Capacity Chief Executive Officer

For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

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

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

Condition E. Repudiation of Tender or Invalidation of Contract

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

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4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

C1.2 CONTRACT DATA

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

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

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

Clause	Data
1 General	
10.1	*The Employer is* Municipal Infrastructure Support Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
10.1	*The Project Manager is:* ***Chief Engineer Eastern Cape*** As stated in the Contract Quality Criteria
10.1	*The Supervisor is:* ***Ms. Thembeka Zindela supported by the District Engineer, Mr. Oyama Mayisela.*** As stated in the Contract Quality Criteria
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.
11.2 (13)	The *works* are the APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLE, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF

Clause	Data
	PUMPING MAIN AND CONNECTION TO THE RESERVOIR FOR MTSHAYELO AND MANGQUZU BOREHOLES WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.
11.2 (14)	The following matters will be included in the Risk Register None
11.2 (15)	The *boundaries* 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 *law of the contract* is the law of the Republic of South Africa
13.1	The *language of this contract* is English
13	The *period of reply* is seven (7) calendar days
2	**The Parties' main responsibility**
26.1	If the *Contractor* subcontracts work, he is required to submit a signed agreement with proposed Sub-contractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Mechanical/Electrical Engineer or Professional Mechanical/Electrical 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 *starting date* is **14 days after the date of issuance (exclusive) of the award letter** unless otherwise agreed by the Parties.
33.1	The *completion date* for the whole of the *services* is **Six (6) Calendar Months after the start date.**
11.2(2)	The *completion date* for the whole of the *services* is as per the approved program submitted within **14 days** after appointment.
31	The *Contractor* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation.

Clause	Data
32	The *Contractor* submits revised programme at intervals no longer than 4 weeks
4	**Testing and Defects**
42	The *defects date* is 12 months after Completion of the whole of the works.
43	The *defect correction period* is two weeks after completion of the whole of the works.
5	**Payment**
50.1	The *assessment interval* is monthly on or before the 20th day of each successive month.
51.1	The *currency of this contract* is the South African Rand.
51.2	Each certified payment is made within 30 days of the assessment.
51.4	The *interest rate* is the Prime lending rate of the *Employer's* Bank.
6	**Compensation events**
60.1 (13)	The place where the weather is to be recorded is Mtshayelo in Ngquza Hill LM in OR Tambo District Municipality.
60.1 (13)	The weather measurements to be recorded for each calendar month are • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	**Title** No data required for this section of the *conditions of contract*.
70.2	80% of the value of materials on site could be claimed by the contractor
8	**Indemnity, Insurance and Liabilities**
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2
84.2	*The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC.*

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 *defects date*.
	Loss of or damage to Equipment	The replacement cost	Till the end of the *completion date*.
	Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	**R5 million** without limit to the number of claims	Till the end of the *completion date*.
	Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the *completion date*.
	Professional Indemnity Insurance (Professional Civil Engineering Services)	**R5 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 *Employer* provides no insurance cover.		
Option W1	**DISPUTE RESOLUTION**		
W1.2	The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.2	The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4	The *tribunal* is **arbitration**		

Clause	Data
W1.4	The *arbitration procedure* is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body The place where arbitration is to be held is to be Advised The person or organisation who will choose an arbitrator • if the Parties cannot agree a choice or • if the *arbitration procedure* 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 *delay damages* 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	***Additional Conditions of Contract*** The *additional conditions of contract* are
Z1	**Selection and appointment of the *Adjudicator*** 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 *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator.* The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.
Z2	**Tax invoices** **The *Contractor*'s invoice.** Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Consultant*'s invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3	**Acts or omissions by mandatories** In terms of Section 37(2) of the 2 of 1993 (Act 85 of 1993), the *Contractor hereby* agrees that the *Employer* 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 *Contractor* and

Clause	Data
	his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).
Z4	**Subcontractors** The *Contracto*r submits the name of each proposed subcontractor to the *Employer's* representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.
Z5	**Guarantee** The maximum guaranteed sum is equal to **10** % of the total of the Prices and reduces to the following diminishing amounts:

Guarantor's liability expressed as a percentage of the total of Prices	**Period of liability**
Maximum guaranteed sum of 10 %	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds **50** % of the total of Prices
Reducing to the guaranteed sum of **6** %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the *works*
Reducing to the guaranteed sum of **3** %	From the day after the date of Completion of the whole of the *works* and until the date of issue of the last Defects Certificate.
Reducing to the guaranteed sum of **1** %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

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

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

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

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

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

	(Please use separate pages referring to this clause for detailing this information for all *Contractor's* key persons)
11.2(14)	The following matters will be included in the Risk Register
11.2 (21)	The *bill of quantities* is …….
11.2 (31)	The tendered total of the Prices is ……..
52.1	The percentage for overheads and profit added to the Defined Cost for people is **. . . . . %**
52.1	The percentage for overheads and profit added to other Defined Cost is **. . . . . %**

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/BWS/ILM/EC/028/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL 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

    a) the date that the Surety receives a notice from the *Employer* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

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

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

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

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

_____

R _____

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

Signed at ---------- on this ..... day of ..... 200_

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

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*

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

(the *Contracto*

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

1.5 Thereafter this demand guarantee shall lapse.

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

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

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

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

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

Signed at ..... on this ..... day of .....

Guarantor: .....

Representative ..... Representative .....

Name (printed) ..... Name (printed) .....

Capacity	Capacity
As Witness	As Witness
Guarantor's stamp or seal	

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/BWS/ILM/EC/028/2026/27**

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

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 All payments are subject to re-measurement, only quantities which have been measured as completed, in terms of the Scope of Work and Specifications, will be paid. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination

9 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.

10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

11 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

12 . Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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

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

Quantity : The number of units of work for each item

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

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

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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre-pass
ha	=	hectare
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
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 are gaps and omissions in specifications and/or BOQ the applicable Standard shall apply.

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

The final design drawings and accompanying construction bill of quantities provided by the Contractor and Design Engineer, will be approved by the assigned MISA Project Manager and will be required to facilitate implementation of the tendered Schedule of Quantities below

INDEX TO BILL OF QUANTITIES

SECTION 1 **GENERAL REQUIREMENTS**

SECTION 2 **BOREHOLE**

SECTION 3 **OCCUPATIONAL HEALTH AND SAFETY**

SECTION 4 **ENVIRONMENTAL MANAGEMENT**

SECTION 5 **PROVISIONAL SUMS**

BILL OF QUANTITIES DOCUMENT	
PROJECT:	**APPOINTMENT OF A CONTRACTOR FOR THE YIELD TESTING, WATER QUALITY TESTING, EQUIPPING OF BOREHOLES, CONSTRUCTION OF PUMPHOUSE AND FENCING AND INSTALLATION OF PUMPING MAIN AND CONNECTION TO THE RESERVOIR WATER SUPPLY SCHEME UNDER OLIVER R. TAMBO DISTRICT UNDER OLIVER R. TAMBO DISTRICT MUNICIPALITY IN NGQUZA HILL LOCAL MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount
1	**SANS 1200 A**	**Preliminary and General**				
1.1		**Fixed Charge Items**				
1.1.1	8.3.1	Contractual requirements to cover the Contractor's costs for the provision of sureties, insurances and other requirements as NEC3 conditions of contract.	Sum	1		
1.1.2	8.3.2	The Contractor to establish facilities on site as follows:				
1.1.2.1	8.3.2.1 (c)	Name boards as per Specifications	No	1		
1.1.3	8.3.2.2	Facilities for the Contractor for the duration of the Contract (6 months):				
1.1.3.1	8.3.2.2 (a)	Provide offices and storage sheds as necessary for the duration of the Contract	Sum	1		
1.1.3.3	8.3.2.2 (d)	Provide living accommodations for the Contractor and his employees	Sum	1		
1.1.3.4	8.3.2.2 (e)	Provide ablution and latrine facilities as per conditions of construction	Sum	1		
1.1.3.5	8.3.2.2 (f)	Supply tools and equipment as per the Contractor's requirements	Sum	1		
1.1.3.6	8.3.2.2 (g)	Provide water supplies, electric power and communications as necessary	Sum	1		
1.1.3.7	8.3.2.2 (h)	Deal with water as described in SANS 1200A section 5.5	Sum	6		
1.1.3.7	8.3.2.2 (i)	The Contractor to establish access road to site (Sub Clause 5.8 in SANS 1200A)	m	600		
1.1.3.9	8.3.3	Other fixed charge obligations by the Contractor that are relevant to the successful completion of the Contract (specify items)	Sum	1		
1.1.4	8.3.4	The Contractor to remove site establishment upon completion of the Contract	Sum	1		
		Total Carried Forward				

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount
1.2		**Time Related Items**				
1.1.5	8.8.2	Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications	Sum	1		
1.2.1	8.4.1	Contractual requirements to cover the Contractor's costs for the 6 months duration of the contract for the providing of sureties, insurances and other requirements as stated in the Tender Document	Sum	1		
1.2.2.2	8.4.2.2	Facilities for the Contractor for the duration of the 6 months Contract as stated in items 1.1.3.1 through 1.1.3.8	Sum	1		
1.2.3	8.4.3	Provide design, supervision and services in accordance with the Guideline for Services and Processes for Persons Registered in terms of the ECSA (Act No.46 of 2000) as a project leader, lead designer, designer, cost consultant and supervising agent	Month	6		
1.2.4	8.4.4	The Contractor's company and head office overhead costs for contract duration	Month	6		
1.2.5	8.4.5	Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration specify;	Sum	1		
1.3.1		Provisional sum for various tests requested by the Geohydrologist or his representative in the site instruction book, where the date, position, nature and costs of such tests must be recorded and a copy must accompany the Contractor's certificate for payment purposes (quality and quantity) refer scope of work.	No.	3		
1.3.3		Costs to allow for Employment of CLO for the duration of the Contract & Payment of PSC members for attendance of meetings for the duration of the contract (10 No members per member per meeting)	Prov. Sum	Prov. Sum	R 86 400	R 86 400
1.3.4		Contractor's overhead and profit on Item 1.3.3	%	15		

1.3.5		Electrical and solar panel connection to borehole sites	No.	3		
1.3.6		Contractor's overhead and profit on Item 1.3.5	%	15		
		Allow for part-time site supervision for the full duration of the contract	Prov. sum	Prov. sum	R18 000	R18 000
1.3.11		Provision of Engineering Survey as instructed by the Engineer	Prov. sum	Prov. sum	R100 000	R100 000
Total to be carried to Summary						

Item No	Payment Ref.	Item Description	Unit	Quantity	Rate	Amount
5.3		**BOREHOLE PUMPSTATION AND RESERVOIR**				
5.3.1		**A. HYDROGEOLOGICAL SERVICES**				
		PROFESSIONAL SERVICES (Use 5% of contract value) - Geohydrologist, Engineering Services,)	Prov. sum	Prov. sum	R250 000	R250 000
		B. DRILLING OF PRODUCTION BOREHOLE				
		Establishment (Drilling)	Sum	3		
		Drilling Rig Set-up	sum	3		
		Inter Borehole Moves	sum	3		
		Air Percussion Drilling				
		a) 219 mm from 0 - 150m	m	200		
		b) 165 mm from 0 - 150m	m	200		
		Development of Borehole	sum	3		
		Filter Pack	sum	3		
		Capping of Borehole	sum	3		
		Mild Steel Casings				
		a) 177 mm O.D Plain	sum	3		
		b) 177 mm O.D Perforated	sum	3		
		Insertion or removal of casing	sum	3		
		Reporting	sum	10		
		Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration	Sum	1		

		Provision of inline water filtration and chlorination system	Prov. Sum	Prov. Sum	R 500 000	R 500 000
		C. PUMP TEST OF PRODUCTION BOREHOLE				
		Establishment (Test Pump)	No	3		
		Inter Borehole Moves	sum	3		
		Set-up	sum	3		
		Installation and removal of pump	sum	3		
		Variable Discharge Test (24 hours)	hours	24		
		Constant Discharge Test (24 hours)	hours	24		
		Recovery Test (24 hours)	hours	24		
		Laying of Discharge Hose	hours	1		
		Capping of Borehole	hours	1		
		Reporting	1	10		
		Water Sampling & Delivery to Water Laboratory	No	3		
		Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration	Sum	1		
		D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING				
		Establishment	No	3		
		Installation of Submersible Pump on top of BH	No	3		
		Powered water pump complete with motor, starter	No	3		
		Armored Cable 6mm 3 core.	Rate only	110		
		Borehole Cable	m	600		
		HDPE pipe 50mm	m	1250		
		HDPE pipe 40mm	m	1250		
		Float switch	Sum	Sum		
		Trench Digging (40 + 50 mm pipe)	m^3	3200		
		Tank stand, 10m above ground	No	3		
		10 000-liter Steel Tank	No	3		
		Tap with stand and cement block	No	3		
		Sand, crusher, cement	m^3	3		
		Borehole pump cover	No	3		
		Pressure Pump	No	3		
		Base plate for pressure pump	No	3		
		Electrician and certificate	Sum	Sum		

		Pump house and fencing (concrete palisade 20m square)	No	3		
Total to be carried to Summary						

SUMMARY OF SCHEDULE OF QUANTITIES		
SECTION	**DESCRIPTION**	**AMOUNT**
1	**PRELIMINARY & GENERAL**	
2	**BOREHOLE PUMPSTATION AND RESERVOIR**	
	A. HYDROGEOLOGICAL SERVICES	
	B. DRILLING OF PRODUCTION BOREHOLE	
	C. PUMP TEST OF PRODUCTION BOREHOLE	
	D. TANKSTANDS / TANKS AS SPECIFIED & PUMP INSTALLATION/ TRENCHING / PIPE LAYING	
	SUB-TOTAL 1	
	CONTINGENCIES (10%)	
	VALUE-ADDED TAX (VAT) at 15%	
TOTAL TO BE CARRIED TO FORM OF OFFER		

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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PART C3: SCOPE OF WORK

3.1 DESCRIPTION OF THE WORKS AND SERVICES

o Employers' objectives

MISA's objective is to appoint a suitably qualified and experienced civil engineering contractor for the construction of the Mtshayelo Boreholes Water Supply Project, situated in Ngquza Hill Local Municipality under OR Tambo District Municipality, Eastern Cape. The project aims to improve access to a reliable water supply for the surrounding village areas of Ezweni, Emabhanoyini (Mtumazulu) and Mangquzu.

The appointed contractor will be responsible for implementing the construction works, which include borehole drilling and yield testing, water quality testing, equipping of boreholes, installation of pumping and electrical systems, construction of pump houses and fencing, installation of pumping mains and connection to the reservoir, as well as testing, commissioning and handover of the completed infrastructure.

The contractor will also be required to engage suitably qualified and professionally registered personnel, including a Professional Engineer or Professional Engineering Technologist, to undertake and take responsibility for the relevant detailed design, technical documentation, construction specifications, contract administration, supervision and project close-out activities required for the successful implementation of the project.

o BACKGROUND

This specification arises from the need to implement the Mtshayelo Boreholes Water Supply Project in Ngquza Hill Local Municipality under OR Tambo District Municipality, Eastern Cape. The project involves the construction of borehole water supply infrastructure to improve access to a reliable water supply in the identified village areas of Ezweni, Emabhanoyini (Mtumazulu) and Mangquzu.

The works shall include the supply, delivery to site, off-loading, installation, testing and commissioning of all equipment required for the successful implementation of the project. All equipment supplied shall be new and unused and shall comply with the relevant project specifications and requirements.

The contractor shall ensure that all work is executed to the highest standard of workmanship and that suitably qualified, competent and experienced personnel are engaged throughout the project to ensure the successful construction, testing and commissioning of the water supply infrastructure.
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o OVERVIEW OF THE WORKS

The project overview of the works is to supply potable water to communities of Mtshayelo in Flagstaf through the siting, equipping and commissioning of three boreholes and the construction of rising main in Ngquza Hill under the OR Tambo District Municipality in the Eastern Cape Province.

o EXTENT OF THE WORKS AND SERVICES

The extend of the works for this project is mainly focused on;

- Appointment of Registered Professional Engineer or Technologist with experience in Bulk Water Supply and Reticulation.
- Works Design Report, works specifications, Construction BOQ, Design Drawings.
- Drilling of three production boreholes
- Yield and Water Quality Tests.
- Installation of submersible pump for the three boreholes.

- Electrical equipping the three production boreholes.
- Pump Testing of three production boreholes.
- Provision of inline water filtration and chlorination system.
- Construction of pumphouse and fencing of borehole site.
- Construction of rising main
- Provide for all excavation and backfill for pumping main trenching, pipe laying and commissioning.
- Training of Municipal Employees on operational and maintenance.
- As Built Drawings
- Training Manuals, Operation and Maintenance Manuals

The report shall include all field data, interpretations and justifications, hydrogeological evaluations, conclusions and recommendations relating to the investigated areas. In addition, appropriate maps, diagrams and data plots shall be presented. Of considerable importance will be an objective assessment of the applicability and success of the methods to be applied

The outline below suggests the contents of the final report:

- Introduction, review of previous studies and environmental background
- Geology and hydrogeology (incl. Inventory of boreholes and other water points)
- Methods of investigations, including Geophysical Techniques
- Detailed resistivity survey and seismic refraction to delineate the productive aquifer
- Aquifer potential, sustainable yield & Water quality
- Proposed drilling site
- proposed drilling method, and its applicability
- Bill of quantities report
- Designs report
- Environmental impact and social assessment report

- Conclusion and recommendations
- Constraints and assumptions

- **DESIGN CONSIDERATION**

- Constraints and assumptions

The basic design principles, as prescribed by the Red Book (Guidelines for Human Settlement Planning and Design) will generally be applied throughout the design process. This includes the calculation of 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 (Standardized Specification for Civil Engineering Construction).

- Water demand & storage

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

- The design parameters (assumptions) are as follows;

General parameters:

- Household content = 5 persons
- Growth = 1% per annum
- Consumption rate = 50 liters/capita/day
- Peak Factor = 6

- Mtshayelo Village:
- Total Number of Households = 100 HH
- Total Population = 500 persons
- Design Population in 10 years = 550 persons
- Total Daily Demand = 27.5 m^3/day
- Storage Required = 5000 l
- Peak Flow = 0.4 l/s

Commissioning

Once the boreholes are completed and functional, commissioning must be done on site with representatives of the OR Tambo District Municipality and MISA.

- The service provider must prepare a close-out report to be submitted to MISA and the Local Municipality.
- The service provider must provide an operational and maintenance manual for the boreholes.
- The service provider must provide certificates of warranty for all applicable moving parts which will include pumps.

Provided by Contractor

Supply pipelines

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

○ PROJECT DELIVERABLES

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

Deliverables

The successful bidder will be requested to deliver the following during completion of the project,

- To Reflect the Extent of the Scope
- Field observations and measurements,
- Pumping test graphs and details,
- Appendices containing pumping test graphs and pump station management recommendations,
- Pump station locality maps,
- Material assessment review, quotation, Construction drawings, as-built drawings and social facilitation (ISD) reports,
- Secured fully functional pump station equipped with storage, power supply, electrical panel control and pipework
- Warranty and guarantee certificates for installed infrastructure,
- Compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), including the Construction Regulations, 2014, and the National Environmental Management Act, 1998 (Act No. 107 of 1998), including applicable environmental regulations, with submission of all relevant health, safety and environmental documentation and project records.
- Close Out Report, O & M Manual and As-built drawings.

Additional Deliverables

- Site Assessment Report and Condition Assessment Reports for the project
- Project Implementation Plan,
- Detailed Design Report and Summary of General Legislative Authorisations
- Monthly Implementation Progress Reports
- Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders
- Close-Out Report including pictures before and after the Works and a file of all Contractual Documentation.
- Test results for water samples, bedding compaction and or pipe replacement (where necessary),
- Training of Municipal Employees on operational and maintenance.
- As Built Drawings
- Training Manuals, Operation and Maintenance Manuals

Legislative Requirements

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

- General Authorization (DWS)
- Environmental Impact Assessment (if required)
- Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- Compliance with the OHS Act regulations

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

Location of the works



The project site is located at the following geographical coordinates:

- Latitude: 31°10′21″ S
- Longitude: 29°41′40″ E

○ 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 Bidders shall obtain their own copies of the applicable Sections.

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

SANS 1 200 A : General

SANS 1 200 AB : Engineers Office

SANS 1 200 C : Site Clearance

SANS 1 200 D	**:**	**Earthworks**
SANS 1 200 DB	**:**	**Earthworks (Pipe Trenches)**
SANS 1 200 DK	**:**	**Gabions and Pitching**
SANS 1 200 DM	**:**	**Earthworks (Roads, Subgrade)**
SANS 1 200 G	**:**	**Concrete**
SANS 1 200 GE	**:**	**Precast concrete**
SANS 1 200 HA	**:**	**Structural Steelwork (small works)**
SANS 1 200 H	**:**	**Structural Steelwork**
SANS 1200 HB	**:**	**Cladding and Sheeting**
SANS 1 200 L	**:**	**Medium pressure pipelines**
SANS 1 200 LB	**:**	**Bedding (Pipes)**
SANS 1 200 LC	**:**	**Cable ducts**
SANS 1 200 MF	**:**	**Base**
SANS 1 200 MJ	**:**	**Precast paving**
SANS 1 200 MK	**:**	**Kerbing and channelling**
SANS 1 200 MM	**:**	**Ancillary Road works**
SANS 1 200 LE	**:**	**Stormwater drainage**
SANS 1 200 LF	**:**	**Erf connections**

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

The following SANS specifications are also applicable to this contract:

SANS 1921 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor
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 Bidder is expected to be in possession of a copy of the Standard Specifications. The successful Bidder 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

- **PROJECT MANAGEMENT STRUCTURES**

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

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

- **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.

- **FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER**

The Employer shall provide no facility or equipment.

- **FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER**

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

- **MEASUREMENT AND PAYMENT**

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

The P&Gs are also to include full compensation at the Service Provider’s costs to provide a monthly stipend to the Community Liaison Officer (CLO) of R5500 monthly and monthly airtime of R500 to complete all responsibilities required for the successful completion of the project. Additionally, this pay item will include full compensation for all PSC members to attend meetings for the duration of the contract at R300 (10 members) per sitting per month.

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

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

b) The Contractor shall, where design services are required, manage the implementation of packages from stage 3 and onwards in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

3.2.2 Construction requirements

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

a) Fit for their intended purpose, and

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

C3.3 MANAGEMENT

3.3.1 General

The Contractor shall:

a) Provide a fortnightly progress report covering the Scope or Works.

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

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the MISA Occupational Health and Safety Specification for Construction Works Contracts (see Annexure 2).

3.3.3 Completion strategy

a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

b) The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

3.3.4 Programme

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

3.3.5 Socio Economic Reporting

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

3.3.6 Communications

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

PART C4: SITE Information.

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

