Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/GWS/ELM/EC/027/2026/27

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract – Option F: Management Contract)

NOVEMBER 2026

Issued by:

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

Name of Tenderer: . . . . . .

Total Bid Price: ……

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

CONTENTS

Number **Heading**

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
Part 1 – Data by the *Employer*
Part 2 – Data by the *Contractor*

C1.3 Performance bond

Part C2: Pricing data

C2 Pricing data

Part C3: Scope of work

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

THE TENDER

TENDER NO. MISA/GWS/ELM/EC/027/2026/27

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

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)*

Contract Documents

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

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified bidders for the - APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

Tenderers should have a CIDB contractor grading of 3CE or higher.

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

The project details are stated hereunder,

TENDER NO.	PROJECT NAME	VIRTUAL COMPULSORY BRIEFING SESSION: LINK, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/GWS/ELM/EC/027/2026/27	**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**	**Microsoft Teams meeting link:** (see link below) **Date and time of the briefing session:** 30 November 2026 at 10:00 am	22 January 2027 11:00 am All Bid Proposals to be submitted to: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300

A Virtual Compulsory Briefing Session teams link:

Microsoft Teams meeting Join:

https://teams.microsoft.com/meet/3363071022297014?p=njmCYLdDp0tqYgNbNy

Meeting ID: 336 307 102 229 701 4

Passcode: q4kT6Uh7

A Virtual Compulsory Briefing Session teams link will be also uploaded on e-tenders and MISA website. Representative(s) from MISA will meet the prospective Tenderers to provide any additional details to the Contract. Tenderers who wish to be taken to site shall meet at the outside parking of the Enoch Mgijima Local Municipality's Technical Department (Coordinates: 31^0 53' 58,03" S 26^0 53' 11,49" E) and would proceed to site immediately after the virtual briefing session. No further clarification or attendance to questions will be done on site. All queries or questions raised after the virtual briefing session will be in writing and MISA shall respond to the queries or questions as per Tender Data clause 5.1 and 5.2 inclusive.

The Tender Documents will be available from the **e-Tender Publication Portal and MISA website** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Tenders in Government Tender Bulletin and/ or any national media. Any queries related to the e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of the Chief Procurement Officer Call Supply Chain Centre on 012 406 9222.

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

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

Tenders will be evaluated based on the Preferential Procurement Policy Framework Act (PPPFA) no.5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulations, 2022.

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

Issued by:

Municipal Infrastructure Support Agent (MISA)

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300

T1.2 TENDER DATA

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between itself and the provisions of SANS 10845-3 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. E.M Kgomo **Physical Address**: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 **Telephone**: 012 848 5300

Clause number	Tender Data
	Email: tenders@misa.gov.za
3.5	The language of communications is English
4.1	**ONLY** those tenderers 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: The tenderer: 1. Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **Grade 3CE or Higher** class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that; a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 3CE or higher class of construction work; or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties. 3. Compulsory Virtual Briefing Session Attendance & completion of attendance register.
4.7	The arrangements for a virtual compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender (ref: T1.1). Tenderers/their authorised representatives must register company name on MS Forms 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 virtual briefing sessions.
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Reception area of MISA Offices

Clause number	Tender Data
	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 contacting details of the tenderer; 5. Date of submission
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as **original**, **one copy of the original** and **one scanned copy of the original completed and signed tender documents in a 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 days, exclusive of closing date but inclusive of the 120th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 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.
SFU (clause 4.3.1)	The procedure for the evaluation of responsive tenders is **Functionality, Financial offer & Preference** as explained in the **CIDB**'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is **detailed as follows:**

Clause number	Tender Data
	Phase 1: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules: **Phase 2:** Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers who do not meet minimum functionality **points** will then be rejected. **Phase 3:** Price and preference (80/20 system) **PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:** As per 4.1 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 tenderer's tax matters must be in order prior to the award. Bidders' tax matters will be verified through CSD. 3. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE. 4. Should the tenderer 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 tenderer having submitted an original or certified copy of his/her own B-BBEE certificate. 5. A valid original or certified copy of amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths 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 original or certified copy of consolidated amended Construction Sector Codes (CSC000) **B-BBEE Certificate verified by SANAS** B-BBEE Certificate verified by SANAS must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 6. Tenderers which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full and have it attested by a commissioner of oaths, signed and dated before submission. Generic

Clause number	Tender Data
	sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points. 7. **Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory**. 8. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. **2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:** 9. 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. 10. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 11. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 12. 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. 13. 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 tenderer to ensure that all copies are clear and certified where the conditions require them to be so. 14. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. **3. PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS** The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2022.

Clause number	Tender Data

Criteria	Points
POINTS ON PRICE	**80**
SPECIFIC GOALS	**20**
TOTAL	**100**

SPECIFIC GOALS

The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

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)	**3**
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**5**
Total scored points	**20**

The specific goals may include—

15. Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
16. 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.

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
<tr><td></td><td>
“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.

Documents required for verification of points allocation are as follows:

<table>
<tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr>
<tr><td>Women</td><td>Certified ID copies of Directors + CIPC Company Registration Documents</td></tr>
<tr><td>Disability</td><td>Doctor’s letter/report confirming the disability and/or Proof receipt of Disability Grant</td></tr>
<tr><td>Youth</td><td>Certified ID copies of Directors + CIPC Company Registration Documents</td></tr>
<tr><td>Location</td><td>Municipal bill/Lease agreement/ letter from Local authority</td></tr>
<tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report</td></tr>
</table>
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 (A)</th></tr>
<tr><td>The experience of the tenderer as a company (as opposed to key staff members) in any of the following: the construction or installation of new municipal water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants as a main contractor for municipalities and other organs of state.</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>
</table>
</td><td>Schedule 2</td><td>60</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
<tr><td></td><td>
<table>
<tr><td>Health and Safety Officer</td><td>5</td></tr>
<tr><td>Total</td><td>60</td></tr>
</table>
<table>
<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 tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer 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 tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
5. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</td></tr>
<tr><td>5.14</td><td>The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.</td></tr>
</table>

Clause number	Tender Data
5.15	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.
5.16	**Cancellation and re-invitation of tenders** MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Point scored must be rounded off to the nearest 2 decimal places. *(If the value of the 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 Specific goals. E. However, in the event that two or more Tenders have scored equal points, including equal preference points for Specific goals, the successful tender must be the one scoring the highest points for Functionality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lots by the Employer.

Clause number	Tender Data
	Additional Conditions **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 in connection therewith. **C. Acceptance of Bid** The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. **D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award** **Should a Tenderer** a) Withdraw his Tender during the period of its validity; or b) Give notice of his inability to execute the Contract or fail to execute the Contract; or 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 Tenderer 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.

Clause number	Tender Data
	And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption. **E. Repudiation of Tender or Invalidation of Contract** If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already. **F. South African Jurisdiction** The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.

Clause number	Tender Data
	Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. **G. Amendments to Tender by Employer** **a) Arithmetical Errors** The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006): i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. **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 Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him. The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.

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 these documents (A) shall result in the tenderer's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

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

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

7. Resolution for Signatory

8. Certificate of Joint Ventures

9. Schedule 1: Experience of the tenderer

10. Schedule 2: Experience of key person

11. Schedule 3: Plant and Equipment

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

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

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

1. The offer portion of C1.1 Form of offer and acceptance

2. Part 2 of C1.2 Contract data relevant to tenderer

3. C2.2 Price List

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *Municipal Infrastructure Support Agent (MISA)*					
BID NUMBER:	**MISA/GWS/ELM/EC/027/2026/27**	CLOSING DATE:	**22 JANUARY 2027**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
1303 Heuwel Road
Riverside Office Park, Letaba House
Centurion,
Pretoria

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Mandy Batyi**	CONTACT PERSON	**Mr Charles Kumbula**
TELEPHONE NUMBER	**012 848 5300**	TELEPHONE NUMBER	**012 848 5300**
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/ 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, ANSWER THE 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 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	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

---

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**

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

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)	**3**	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**5**	
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: .....

.....

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

B-BBEE EXEMPTED AFFIDAVIT FOR <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: _____

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

(ATTACH HERE)

5. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

6. 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):

7. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	
SCMU NUMBER	

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

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

a) Requirements

The experience of the Bidder as a company (as opposed to key staff members) in any of the following: 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 only include completed projects prior to closing date for submissions.

b) Points Scoring

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

Table : Project points allocation

No	**Project Value** (R1 000 000.00 and above)	**Points per Project**
a)	One (1) Project	**10 points**
b)	Two (2) Projects	**20 points**
c)	Three (3) Project	**30 points**

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

2. Listing of Completed Projects

Tenderers 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	Points Claimed	Date		Employer		
				Started	Completed	Name of employer	Contact Person	
							Name and Surname	Tel. No
1.								
2.								
3.								
4.								
TOTAL POINTS CLAIMED								

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 ATTACHMENT. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER ON BLANK PAGE AHEAD AND MARKED "ATTACHMENTS" .

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			

ATTACH

PRACTICAL COMPLETION/ COMPLETION

CERTIFICATES AND

REFERENCE LETTERS

INFORMATION

9. 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 = 20**
- **Geohydrologist (SACNASP Registration) = 20**
- **Site Agent = 10**
- **Foreman = 5**
- **Construction Health &Safety 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	Maximum 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	SAMTRAC 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

Bidders are requested to list key personnel by completing **SCHEDULE OF KEY PERSONNEL** appended to this schedule on the next page. The management Contractor is responsible for providing a qualified and registered engineering professional if so required by the nature and complexity of the project.

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/ Contract Manager	**=**	**(20 points)**
a) **B Tech/ B Eng/ BSc in Civil Engineering**, Minimum of 5 years of experience post qualification, Provide detailed CV and proof of qualifications. The CV must demonstrate years of experience in any of the following: the construction or installation of new municipal water infrastructure which includes reservoirs, elevated tank, borehole drilling, water reticulation, pump stations and water treatment plants		
2. Geohydrologist (SACNASP Professional registration mandatory)	**=**	**(20 points)**
a) **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.		
3. Site Agent		**(10 points)**
3.2. Experience	**=**	**5 points**
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.		
a) 5 to below 8 years	**=**	4 points
b) 8 years and above	**=**	5 points
3.3. Qualification		**5 points**
a) Diploma in Civil Engineering or higher	**=**	5 points
4. Foreman/Supervisor		**(5 points)**
4.2. Experience	**=**	**3 points**
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.		
a) 5 to below 8 years	**=**	1 point
b) 8 years and above	**=**	3 points

Key Personnel	=	60 Total Points
	=	
4.3. Qualification		**2 points**
a) N6 certificate in civil engineering	=	2 points
5. Construction Health and Safety Officer		**(5 points)**
5.2. Experience	=	**3 points**
a) 3 to below 5 years	=	2 points
b) 5 years and above	=	3 points
5.3. Qualification: Certificate in Construction Health and Safety officer (CHSO)		**2 points**
a) SAMTRAC or Equivalent	=	2 points

SCHEDULE OF KEY PERSONNEL

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Civil Engineer/ Contract Manager (valid Professional registration with ECSA is mandatory)		Qualification:	
			Name of Professional Body (if required):	
			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: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.

MISA reserves the right to verify all information presented by the Bidder.
BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

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

Name of Bidder: ……Date: ……

Signature: ……Position: ……

Full name of signatory: …….....

ATTACH

CVs, PROOF OF

QUALIFICATIONS AND

PROFESSIONAL

REGISTRATION

CERTFICATES

10. SCHEDULE 3: PLANT AND EQUIPMENT (10 POINTS)

a) Requirements

Type of Equipment	Total Points
TLB (1 required)	**5**
Light Bakkie (1 ton) min (1 required)	**3**
Pedestrian roller. (1 required)	**2**
Total scored	**10**

b) Means of verification

1. **In cases where plant is owned by the Bidder**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company must be attached.

2. **In cases where the plant is to be hired by the Bidder**, a letter from a Plant Hire Company addressed to the Bidder with reference to this project clearly indicating the list of plant to be hired must be attached. 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 to use the plant on the project for the duration of the project implementation.

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

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

   Note: No other proof of ownership will be considered

c) Listing of required plant and equipment

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

SCHEDULE OF PLANT AND EQUIPMENT

No	Description	Number Required	Points	Please indicate with X on which one is owned or hired	
				Owned	To be Hired
1	**TLB (1 required)**	1	**5**		
2.	**Light Bakkie (1 ton) min** (1 required)	1	**3**		
3.	**Pedestrian roller**. (1 required)	1	**2**		
	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 Bidder.

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

ATTACH SCHEDULE OF

PLANT

AND

EQUIPMENT

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

10. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

11. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/GWS/ELM/EC/027/2026/27**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

.

The Contract

Based on

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/GWS/ELM/EC/027/2026/27**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

Signature	.....	Date: .....
Name	.....	.....
Capacity	.....	.....

For the tenderer:

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

Name & signature of witness	.....	Date .....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

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

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

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

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

Signature _____ Date: _____

Name(s) Ms Pati Kgomo

Capacity Chief Executive Officer

For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

C1.2 CONTRACT DATA

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

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

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

Clause	Data
1 General	
10.1	*The Employer is* Municipal Infrastructure Services Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
10.1	*The Project Manager is:* ***Mr. Mlamli Mabulu*** As stated in the Contract Quality Criteria
10.1	*The Supervisor is:* ***Ms Thobeka Mbongwa***

Clause	Data
	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 as per the scope of work Part C3 of this document.
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 Works Information is in section Part C3: Scope of works of this tender document
12.2	The *law of the contract* is the law of the Republic of South Africa
13.1	The *language of this contract* is English
13.3	The *period of reply* is 7 days
2	**The Parties' main responsibility**
26.1	If the *Contractor* subcontracts work, he is required to submit a signed agreement with proposed Subcontractor / consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement based on the NEC3 Engineering and Construction Subcontract should he be successful.
26.2	The Contractor must submit proposed Sub-contractor / consultant with an ECSA registration as Professional Civil Engineer or Professional Civil Technologist who will be responsible for all engineering work as indicated under the scope of work (Qualification and proof of ECSA registration to be provided).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with

Clause	Data
	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 **Eight (8) 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.
32	The *Contractor* submits revised programme at intervals no longer 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 Makhado.

Clause	Data
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**
70.1	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*

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	R5 million without limit to the number of claims	Till the end of the *completion date*.

Clause	Data		
	death of a person (not an employee of the Contractor) caused by activity in connection with this contract.		
	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)	**R1 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**		
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		

Clause	Data
	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	Not applicable to this 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:

Clause	Data
	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 Occupational health and Safety Act 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 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 June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data, which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

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

Clause	Data
10.1	*The Contractor is* Name:_____ Physical Address: _____ _____ Post Code: _____ Postal Address: _____ Post Code: _____ Telephone: _____ Fax: _____ Mobile: _____ Email: _____
11.2 (8)	The Direct fee percentage is _____
11.2 (8)	The subcontracted fee 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/GWS/ELM/EC/027/2026/27**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

C1.3 SECURITIES: PERFORMANCE BOND

Not applicable to this contract

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

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

(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the Surety .....

of physical address .....

.....

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

1. The terms *Employer*, *Contractor*, *works* and Defects Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without

derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

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

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

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

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

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

_____

R _____

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

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

---------- ....

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

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

REDUCING VALUE GUARANTEE FOR CONTRACT NO.

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

{Insert registered name of the *Employer*} (the *Employer*) and

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

(the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

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

(say)

_____

R _____

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

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

	Guarantor's Liability	**Period of Liability**
1.1	Maximum guaranteed sum: R _____	From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R _____

1.2	Reducing to the guaranteed sum of: R _____	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the *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 ..... 20 .....

Guarantor:

.....

Representative

.....

Name (printed)

.....

Capacity

.....

As Witness

.....

Guarantor's stamp or seal

.....

Representative

.....

Name (printed)

.....

Capacity

.....

As Witness

.....

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/GWS/ELM/EC/027/2026/27**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE. **APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.**

PART C2: PRICING DATA

INDEX

PART C2: PRICING DATA.....

C2.1 PRICING INSTRUCTIONS 82

C2.2 SCHEDULE OF QUANTITIES 86

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.

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

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

5) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.

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

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

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

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

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

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

12) Quantities for measurement and payment shall be re-measurable, this means that payment will be made for actual work done, not necessarily for quantity stated in the BoQ.

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

14) 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.

15) 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.

16) 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.

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

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

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

Quantity : The number of units of work for each item

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

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

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

19) 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

R O = Rate Only

Sum = Sum

PC Sum = Prime Cost Sum

Prov Sum = Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

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

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

The final design drawings and accompanying construction bill of quantities 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.

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	**SANS 1200 A**	**PRELIMINARY AND GENERAL**				
1.1	8,3	**Scheduled Fixed-Charge and Value-Related Items**				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
		Provision for the site facilities:				
1.1.2	8.3.2.1	a) Facilities for the Engineer	Sum	1		
1.1.3	8.3.2.2	b) Facilities for the Contractor	Sum	1		
1.1.4	8.3.3	General responsibilities and other fixed charge obligations including other obligations for general safety and hygiene on site (water, ablutions etc)	Sum	1		
1.1.5	8.3.4	Removal of site establishment on completion of the project	Sum	1		

1.1.6		Compliance with the OHS Act regulations and other adjustments to ensure compliance for the assignment including maintenance of a register for workers contacts.)	Sum	0	R0,00	Rate Only
1.1.7		Preparation of a OHS Plan	Sum	1		
		<u>Costs of medical certificate and Medical Surveillance including Screenings for Employees with COVID-19 Symptoms</u>				
1.1.8		a) Initial (baseline) medical examinations	No.	6		
1.1.9		b) Exit examinations	No.	6		
		<u>Environmental Managemant</u>				
1.1.11		a) Compliance with Environmental Management plan including waste management - Waste Bins	Sum	1		
1.1.12		Provision of survey equipment for the use of the Engineer	No	0		
1.2	**8.4**	**SCHEDULED TIME-RELATED ITEMS**				
1.2.1	8.4.1	Contractual requirements	Sum	1		
1.2.2	8.4.2	Occupation and maintenance of the site facilities				
1.2.3	8.4.2.1	a) Facilities for the Engineer	Sum	1		
1.2.4	8.4.2.2	b) Facilities for the Contractor	Sum	1		
					Carried Forward	

					Brought Forward	
1.2.5		General responsibilities and other time related obligations	Sum	1		
1.2.6		Compliance with the OHS Act regulations (Rate to include for risk assessment specific to all expected risks and other adjustments to ensure compliance with the assignment including maintenance of a register for workers contacts.)	Sum	1		
1.2.8	8.4.3	Fulltime OHS supervision for the duration of the contract	Sum	1		
1.2.9		Contractors' supervision for the duration of the contract	Month	6		
1.3		**SUMS STATED PROVISIONALLY BY THE ENGINEER**				
1.3.1	PSA3	Employment of CLO for the duration of the Contract (R4500 pm plus R500 pm cellphone allowance)	Prov. Sum	1	R45 000	R45 000,00
1.3.2		Contractors' markup on item 1.3.1	%			
1.3.3		Allow for part-time site supervision for the full duration of the contract	Prov Sum	1	R18000,00	R18 000,00
1.3.4		Contractors' markup on item 1.3.3	%			
1.3.11		Provision of Engineering Survey as instructed by the Engineer	Prov. Sum	1	R11500,00	R11 500,00

1.3.12		Contractors markup on item 1.3.11	%			
1.3.13		Provision for Groundwater Source Development (Covered under Hydrogeological Services)	Prov. Sum	0		Rate Only
1.3.14		Percentage adjustment to Groundwater Source Development above.	%			
					Carried Forward	

					Brought Forward	
1.3.13		Payment of PSC members for attendance of meetings for the duration of the contract (5 No members at R300 per member per meeting)	Prov. Sum	1	R20000,00	R20 000,00
1.3.14		Contractors markup on item 1.3.13	%		R3 000,00	
		<u>Temporary Works</u>				
1.3.15		Maintain all roads where construction activities will take place	Prov. Sum	0	R0,00	
1,4		**Civil Engineering Works Designs, Contract Administration, Closeout and Disbursements**				
1.4.1		Professional Engineering Fees & Disbursements for the entire Supply and Construction scope of work. Services to include: •Prelim Design (Studies and analysis) = 25% •Detailed Design and Specifications for Approval by MISA Project Manager = 30% •Contract Administration and Inspection = 30% •Construction Monitoring Level 1 •Close-Out = 15%	Sum	1		

1.4.2		Occupational Health & Safety Agent	Sum	1		
1.4.3		Social Facilitation	Sum	1		
Total Carried Forward To Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 2 : SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2	**SANS 1200 C & PSC**	**SITE CLEARANCE**				
2,1		CLEAR SITE				
2.1.1	8.2.1	Clear and grub vegetation in strip 2m wide on pipe route. Rate to include for trees of girth up to and including 1m.	m	600		

2.1.2	8.2.2	Where instructed remove and grub large trees and tree stumps of girth:				
2.1.2.1	8.2.2(a)	over 1m and up to 2m.	No.	0		
2.1.3	8.2.10	Remove topsoil in 600mm wide strip to depth of 150mm, stockpile, maintain and reinstate.	m^3	0		
2.1.4	PSC 8.2.13	Remove existing gravel layer works to stockpile and maintain (for use as selected layers) as instructed by the Engineer.				
2.1.4.1		Gravel layer works to District Roads.	m^3	1		
2.1.4.2		Fill material	m^3	1		
2.1.4.3		Relocation of existing fences	km	0,1		
2.1.4.4		Working adjacent to existing services (stormwater pipes, stormwater v-drains, water pipes and electrical and telecommunication services)	m	25		
Carried Forward						

Brought Forward						
2.1.4.5		Working parallel to existing services (stormwater pipes, stormwater v-drains, water pipes and electrical and telecommunication services)	No	10		

Total Carried Forward To Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 3 : SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	**SANS 10299 & SANS 241 & SANS 1936**	**SITING, DRILLING, YIELD TESTING AND WATER QUALITY TESTING**				
3.1		**HYDROGEOLOGICAL SERVICES**				
3.11		Conduct Hydrological Investigations	Hr	8		
3.12		Siting	Hr	20		
3.13		Drilling Supervision	Hr	36		
3.14		Pump Test Supervision / Yield testing	Hr	48		

3.15		Water Quality	Hr	1		
3.16		Installation Supervision	Hr	40		
3.17		Reporting (Stage 1)	Sum	1		
3.2		**DRILLING OF PRODUCTION BOREHOLE**				
3.2.1		Establishment (Drilling)	No	1		
3.2.2		Siting, Drilling Rig Set-up	No	1		
3.2.3		Inter Borehole Moves	No	0		
3.2.4		**Air Percussion Drilling**				
3.2.4.1		a) Drilling 165 mm from 0 - 150m	m	150		
3.2.4.2		b) Reaming from 165 mm to 203 mm from 0 - 150m	m	150		
3.2.4.3		Development of Borehole (excluding pump/yeild testing and water quality analysis)	Sum	1		
3.2.4.4		Filter Pack	Sum	1,0		
3.2.4.5		Capping of Borehole	No	1		
3.2.5		**Mild Steel Casings / OR Approved as per Specialist advise**				
Carried Forward						

Brought Forward						
3.2.5.1		a) 177 mm O.D Plain	m	40		
3.2.5.2		b) 177 mm O.D Perforated	m	110		
3.2.5.3		Insertion or removal of casing	Sum	1		
3.3		**YEILD TESTING OF PRODUCTION BOREHOLE (Step test or variable discharge, Constant discharge test and Recovery test)**				

3.3.1		Establishment (Test Pump)	No.	1		
3.3.2		Inter Borehole Moves	No.	0		
3.3.3		Set-up	Sum	1		
3.3.4		Installation and removal of pump	Sum	1		
3.3.5		Slug test	Sum	1		
3.3.6		Calibration Test	Sum	1		
3.3.7		Variable Discharge Test (24 hours)	Sum	1		
3.3.8		Constant Discharge Test (24 hours)	Sum	1		
3.3.9		Recovery Test (24 hours)	Sum	1		
3.3.10		Laying of Discharge Hose	metre	20		
3.3.11		Capping of Borehole	No.	1		
3.4		**WATER QUALITY TESTING OF PRODUCTION BOREHOLE**				
3.4.1		Obtain two sets of water samples and deliver to accredited laboratory water water quality testing - recommended SANS standards	No	2		
3.4.2		Provide for additional water quality sampling as per item 3.4.1 above as per Project Manager's instruction	Prov sum	1		
3.5		**FINAL REPORTING AND RECOMMENDATIONS**				
3.5.1		Generation of yield testing results and analysis	Sum	1		
3.5.2		Water quality results and analysis	Sum	1		
3.5.3		Hydrogeological Services Close-out Report	Sum	1		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	**SANS 1200 DK**	**GABIONS AND PITCHING**				
		-				
4,1	8,2	Excavate materials for gabions	m³	10		
		-				
4,2	8.2.1	Surface preparation for bedding of gabions.				
4.2.1	8.2.1	Cavities filled with approved excavated material or rock	m²	5		
4.2.2	8.2.1	Cavities filled with 15MPa concrete	m²	2		
4,3	8.2.2 PSDK 3.1.2	Construct gabions using double twisted hexagonal mesh type 80 with 3.4mm OD frame wire and 2.7mm OD mesh wire to SANS 1480:2005:				
4.3.1		Supply and install the following rock filled gabion baskets complete :				
4.3.1.1		2 x 1 x 1m with 80 x 100mm galv. mesh	m³	2		
4.3.1.2		3 x 2 x 1m with 80 x 100mm galv. mesh (Reno Mattress)	m³	2		
4,4	8.2.4 PSDK 3.1.3	Geotextile (Type AG 200) placed where ground water seepage occurs:				
4.4.1	8.2.4	Below gabion mattresses	m²	6		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5	**SANS 1200 LB & PS LB**	**BEDDING**				
5,1	8.2.1 & PS LB 3.1	Provision of Bedding from Trench Excavation				
5.1.1	8.2.1 (a)	Selected granular material	m³	200,0		
5.1.2	8.2.1 (b)	Selected fill material	m³	100,0		
5,2	8.2.2	Supply only of Bedding by Importation				
5.2.1	8.2.2.1	From other necessary excavations (Provisional)				
5.2.1.1	8.2.2.1 (a)	Selected granular material	m³	60,0		
5.2.1.2	8.2.2.1 (b)	Selected fill material	m³	30,0		
5.2.2	8.2.2.3	From Commercial sources				
5.2.2.1	8.2.2.3 (a)	Selected granular material	m³	0,0		
5.2.2.2	8.2.2.3 (b)	Selected fill material	m³	0,0		
5,3	8.2.3	Concrete Bedding Cradle (Provisional)				
5.3.1		15/19 Grade concrete	m³	1,0		
5,4	8.2.4	Encasing of Pipes in Concrete (Provisional)				
5.4.1		Encasement of Pipe in 25/19 Grade concrete including all formwork and reinforcement (100kg steel per m^3 conctrete) for water crossings. Refer to standard detail	m³	2,0		

5,5 5.5.1	8.2.4	Thrust Blocks Construct thrust blocks in 25/19 Grade concrete including all preparation work and formwork required. Refer to standard detail	m³	2,0		
Total Carried Forward To Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 7 : MEDIUM PRESSURE PIPELINES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6	**SANS 1200 L**	**MEDIUM PRESSURE PIPELINES**				
6,1	8.2.1	Supply, bed, lay, disinfect, join and test potable water pipelines. All works inclusive in the rate, except where specific items are provided. All activites in accordance with project specifications.: HDPe Pipes				
6.1.1		63 mm dia. PN 10	m	350		
6.1.1		63 mm dia. PN 16	m	150		
6.1.2		75 mm dia. PN 10	m	0		
6.1.3		75 mm dia. PN 16	m	200		
6.1.2		90 mm dia. PN 10	m	0		
6.1.3		90 mm dia. PN 16	m	0		
	8.2.1	Steel Pipes				
		80mm dia Klambon Class 40	m	20		

6,2	PSL 8.2.16	Pipeline Markers as per standard detail	No.	4		
6.2.1		Supply and install standpipe complete including HDPE saddle, 32mm HDPe pipe(20m), tap and galvanised riser pipe, concrete work including shuttering, elbows, nipples, etc, as per standard drawings.	No.	6		
6.2.2		Install Aqua Flow limiters where instructed by the Engineer complete as per detailed drawings.	No.	2		
Total Carried Forward to Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 8 : PIPE SPECIALS AND FITTINGS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7	**SANS 1200 L**	**PIPE FITTINGS AND SPECIALS**				
	8.2.2 PSL 8.2.4 PSL 8.2.5	Extra-over 8.2.1 for the Supplying, Laying and Bedding of Specials complete with Couplings as follows:-				
	8.2.4 PSL 8.2.6	Supply, lay, joint and bed including cutting pipes where required for the following:				
7.1.		HDPE Pipe Bends (PN 12.5)				
7.1.1		50mm dia. x 45° bends.	No.	0		Rate Only
7.1.2		50mm dia. x 90° bends.	No.	0		Rate Only
7.1.3		63mm dia. x 45° bends.	No.	4		
7.1.4		63mm dia. x 90° bends.	No.	4		
7.1.5		90 mm dia. x 45° bends.	No.	4		
7.1.6		90 mm dia. x 90° bends.	No.	4		
7,2		Socketed Reducers (PN12.5)				

7.2.1		63mm x 50mm	No.	2		
7.2.2		75mm x 50mm	No.	0		Rate Only
7.2.3		90mm x 63mm	No.	1		
7,3		Equal Tees (PN12.5)				
7.3.1		50mm x 50mm	No.	0		Rate Only
7.3.2		63mm x 63mm	No.	4		
7.3.3		75mm x 75mm	No.	0		Rate Only
7.3.4		90mm x 90 mm	No.	4		
Total Carried Forward To Summary						

CHRIS HANI DISTRICT MUNICIPALITY

MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 9 : VALVES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
8		**VALVES & METERS**				
8,1	8.2.3	Extra-over 8.2.1 for the supplying, fixing and Bedding of Valves as indicated below:				
		Isolation Valve Chamber Complete				
8.1.1	PSL 3.13.2	Supply and install flanged Resilient seal Gate valves complete with appropriate valve chamber, PN 12 with non-rising spindle, Clockwise closing, including all gaskets, bolts, nuts and washers and all pipe manifold requirements.				
8.1.1.1		63 mm	No.	1		
8.1.1.2		75 mm	No.	0		Rate Only

8.1.1.2		90 mm	No.	1		
8.1.2	8.2.5	Air Valve Chamber Complete Supply and install 63 mm PN 16 Air Valve assemblies Complete with valve chamber as per detailed drawings. Rate is inclusive of valve chamber, scour pipework and headwall to scour pipe and all pipework manifolds.	No.	0		Rate Only
8.1.2	8.2.6	Supply and install 90 mm PN 16 Air Valve assemblies Complete with valve chamber as per detailed drawings. Rate is inclusive of valve chamber, scour pipework and headwall to scour pipe and all pipework manifolds.	No.	1		
Carried Forward						

Brought Forward						
8.1.3	8.2.7	Scour Valve Chamber Complete Supply and install Scour Valve assemblies Complete with wedge gate valve and valve chamber as per detailed drawings. Rate is inclusive of valve chamber, scour pipework and related pipework manifolds and headwall to scour pipe.	No.	1		
8.1.4	8.2.8	Check / Non Return Valve Chamber Complete Supply and install Check / Non Return Valve assemblies Complete with valve chamber on 90 mm pumping main.	No.	1		
8.1.5	8.2.9	Bulk Water Meter Complete Supply and install 90 mm Bulk Water Meter assemblies complete with prefabricated meter chamber as per detailed drawings.	No.	1		

Total Carried Forward to Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 10 : RESERVOIRS AND WATER TREATMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
9,1 9.1.1		**RESERVOIRS** Construct new steel tank structure / mild steel tank structure with 50 000 litre (50 Kl) capacity complete with all necessary operational and safety features. Tank specifications to be approved by Engineer and Project Manager prior to purchase by Contractor. Rate to include for all excavations, concrete bases, inlet and outlet pipes, overflow pipe, gate valves, level control mechanism, disinfection, associated chambers, thrust blocks, etc.	No	0		Rate Only

9.1.2		Construct minimum of 200 brickwork footing of two brick wall thickness (230 mm) and over lay with a reinforced concrete footing with dimensions 30 m x 20 m complete with access rump to house up to 6 No. x 10 000 plastic tanks. Provide galvanised steel posts to carry galvanised steel roofing sheets to cover the platform with reasonable overhangs Provide side panels of appropriate galvanised iron sheets OR similar equivalent to three sides of the platform Provide a pedestrian and vehicle gate (heavy duty on rails with lockable arrangements. Provide for a palisade OR clear view perimeter fence for the ground water storage facility and the booster pumping equipment. Consideration to be made to locate the solar panels within the same space for security and other considerations.	Sum	1		
Carried Forward						

Brought Forward						
9.1.3		Supply and deliver and install 6 No. x 10 000 litre plastic circular tanks and mount on constructed concrete platform Rate to include all mild steel pipework materials and fittings and level control mechanisms that will allow all the tanks to fill uniformly Provide for an appropriate outlet pipe with necessary Tee pieces, bulk meter and valves scour pipe to allow reticulation to villages and a booster pumping pipeline to the elevated storage (allow for level control mechanism installation).	Sum	1		

9.1.4		Construct new steel structure for (2 No. x 10 000 litre) 20 000 litre plastic tanks complete as per Engineers design drawings. Rate to include for all excavations, concrete bases, inlet and outlet pipes, overflow pipe, gate valves, ball valve, disinfection, associated chambers, thrust blocks, etc including the erection of the tanks.	No	1		
9,2		**WATER TREATMENT**				
9.1.2		Provision of an inline water filtration and chlorination system	Prov Sum	1	R220 000,00	R 220 000,00
9.1.3		Contractor's mark-up for water treatment unit	Sum	%		
Total Carried Forward to Summary						

SECTION 11: SMALL WORKS (PUMP STATION)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
10		**SMALL WORKS (PUMP STATION)** -				
10,1		Supply all material and labour to construct borehole pump house / pump cage complete in accordance with approved design and as directed by the Engineer. The rate to include the capping of the borehole including inserting of a lockable borehole cover. The tendered rate shall be inclusive of all earthworks and relevant tests required. All materials and workmanship to conform to specifications	Lump sum	1		
Total Carried Forward To Summary						

CHRIS HANI DISTRICT MUNICIPALITY
MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SECTION 12: FENCING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
12		**FENCING** -				
12,1		Security fence constructed of 2.4m High perimeter fence with vehicular and pedestrian gates with approved security features(Mdeni Swartwater). Maximum 120 m perimeter length.	Lump sum	1		
Total Carried Forward To Summary						

SECTION 13 : BOREHOLE PUMP INSTALLATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
13		**BOREHOLE PUMP INSTALLATION**				
13,1		Supply and install a diesel driven borehole pump set, including facilities (wiring, etc.) to change over to electric motors in future. The tendered rate will including all pipework, water meters, valves, pump controls, 2No 100 litre diesel tanks and diesel generator to operate the pump. The contractor will also be required to compile an operations manual and train operators as identified by the Client (Mdeni - Swartwater).	Sum	0		Rate only
13,2		Running of Gen-Set till hand-over	Sum	0		Rate only
Carried Forward						

Brought Forward						
					SECTION 13 : BOREHOLE PUMP INSTALLATION	
ITEM NO	**PAYMENT**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT R**
13		**BOREHOLE PUMP INSTALLATION**				
13,1b		Supply and install a solar powered submerssible borehole pump set, including facilities (wiring, etc.) to change over connect to ESKOM power source in future. Rate to include solar panels, invertors and lithium batteries and related equipment. The tendered rate will include all pipework, water meters, valves, pump controls, The contractor will also be required to compile an operations manual and train operators as identified by the Client (Mdeni - Swartwater).	Pov Sum	1		
13,2b		Running of borehole pump-set till hand-over	Pov Sum	1		
Total Carried Forward To Summary						

SUMMARY SHEET

CHRIS HANI DISTRICT MUNICIPALITY

MDENI SWARTWATER BOREHOLE WATER SUPPY
TENDER NO. MISA/GWS/ELM/EC/027/2026/27

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2 : SITE CLEARANCE	
3	SITING, DRILLING, YIELD TESTING AND WATER QUALITY TESTING	
4	SECTION 4 : PIPE TRENCHES	
5	SECTION 5: GABIONS AND PITCHING	
6	SECTION 6 : BEDDING	
7	SECTION 7 : MEDIUM PRESSURE PIPELINES	
8	SECTION 8 : PIPE SPECIALS AND FITTINGS	
9	SECTION 9 : VALVES	
10	SECTION 10 : RESERVOIRS AND WATER TREATMENT	
11	SECTION 11: SMALL WORKS (PUMP STATION)	
12	SECTION 12: FENCING	
13	SECTION 13 : BOREHOLE PUMP INSTALLATION	
14	**TOTAL OF SECTIONS (VAT EXCLUDED)**	
15	ADD: CONTINGENCIES @ 0%	R0,00
16	**SUB-TOTAL**	
17	ADD: VAT @ 15%	

18	**TOTAL PROJECT COST**	

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 _____,

Total Amount: in words

……

……

…… .

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/GWS/ELM/EC/027/2026/27**

APPOINTMENT OF A MANAGEMENT CONTRACTOR FOR THE DEVELOPMENT OF A GROUNDWATER SCHEME AT MDENI-SWARTWATER IN EMALAHLENI LM, CHRIS HANI DISTRICT MUNICIPALITY IN THE EASTERN CAPE PROVINCE.

PART C3: SCOPE OF WORK

Index

PART C3: SCOPE OF WORK 126

C3.1 SECTION A: DESCRIPTION OF THE WORKS & SERVICES ..... ERROR! BOOKMARK NOT DEFINED.

C3.2 SECTION B: GENERAL REQUIREMENTS ..... ERROR! BOOKMARK NOT DEFINED.

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

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

A. Employers' objectives

MISA's objective is to appoint a management contractor, for the services of construction or installation of a water supply scheme at Mdeni-Swartwater within the Emalahleni Local Municipality, within the jurisdiction of Chris Hani District Municipality, Eastern Cape.

Ultimately the objective is to appoint a suitably experienced civil engineering contractor on a 'design and construct' basis to implement the specified engineering proposal. The design proposal as indicated in the Scope of Works, is to be used a basis for quotation. The contractor will also be responsible to enlist the services of a professional engineer or technologist who will in his professional capacity be liable for the detail design development, documentation, contract administration and close-out, required for implementation for the provision of water supply to the settlements of Mdeni-Swartwater, as indicated in the C4: Site Information.

B. BACKGROUND

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

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

Due to limited resources (financial and technical) the Municipality is struggling to adequately operate and maintain its water and sanitation infrastructure. Emalahleni Local Municipality experiences serious water shortages in some its towns because they do not get sufficient water from both underground and surface water sources. In some cases, the Municipality experiences boreholes' collapse. In other cases, they do not get water from newly drilled boreholes due to budgetary constraints, boreholes are drilled, then await funding for equipment and connection to the reticulation network. It is therefore in this regard that this project is part of the funding to equip and connect six previously drilled boreholes, in order to augment water supply to various communities within Chris Hani District Municipality.

The current borehole water supply to the Mdeni-Swartwater communities is unreliable, not sustainable and some areas do not have access to water at Mdeni-Swartwater. To address the challenges, MISA has investigated the situation and drilling of a borehole for additional water supply as a sustainable solution to the water shortage problem.

The primary aim of the project is to provide the community of Mdeni-Swartwater with the necessary bulk water supply, and storage infrastructure to ensure sustainable water supply to the community. The community is comprised of one settlement:

C. Overview of the Works

The overview of the works entails supply of potable water to the village of Mdeni-Swartwater with an estimated population of 400 people in 100 households in MISA's endeavour to improve life the people. The potential yield of the borehole is expected to produce a higher yield than the 100 households and the CHDM will be expected to source additional funding to increase the water storage facilities, provide additional reticulation and related infrastructure to optimally utilise the borehole. Any additional scope of activities that are not covered in this project will form Phase 2 scope of the project.

D. Extent of the works and services

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

- Works Design Report works specifications, Construction BOQ, Design Drawings and Procurement Document.
- All geohydrological work including the Geohydrological Reports, water quality analysis and report with recommendations, yield testing analysis and results with equipping recommendations up to installation supervision of all activities related to groundwater, commissioning and close-out
- Equip one borehole. The borehole pump-set should preferably be a solar-powered submersible pump-set complete with level control switching mechanism.
- Provide adequate and appropriate borehole pump-set protection mechanism (pump cage).
- Construction of water treatment packaged plant
- Construction of 200 m water pumping main to the reservoir, and 500 m water reticulation pipelines and associated standpipes.
- Fencing of reservoir site. It would be desirable (where practical possible) that the following be located within the reservoir site:
    - Packaged water purification / treatment facility (if deemed necessary)
    - Solar panel stands and panels with reinforced safety features
    - 9 metre steel tank stand complete with 10 000 litre storage platform complete with the pipe manifolds. Provision for pumping from ground reservoir to elevated tank to be included. Provision should be made for connection into the existing and new water distribution network.
    - Provision of a bulk meters (inlet and outlets) including all the necessary valves and any additional instrumentation for effective water management including cut-off switches etc where applicable.
- Commissioning and close-out including submission of all relevant documentation, data and information such as "As-builts", operational manuals, and / or logging of water supply asset or components of to ensure compliance with regulatory or statutory prescripts or authorisations and/or approvals.
- Any other activities or works incidental for the successful commissioning, handover and operation of the water supply asset.

The extent of the works also includes the supply of all labour, materials, workmanship, machinery, equipment, transport, and temporary works including attendance to others and everything stated or

implied which is, or may be, necessary in and for the completion of the entire works as contemplated by the Client including the following:

- Establishment of contractor's team with all sub-contractors including local sub-contractors,
- Supply of all materials and accessories for the refurbishment and connection into the existing water system works.
- Supply of all materials and accessories for the construction of new reticulation infrastructure and connecting to existing water system works.
- Design and construction of a cost-effective security monitoring system for the borehole station.
- Site clearance and general cleaning of the borehole area.

E. Project Deliverables

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

1. Deliverables

- All Field observations and measurements
- Works Design Report works specifications and Design Drawings.
- Detailed working Drawings and Bills of Quantities
- Borehole development:
    - Pumping test graphs and details;
    - Groundwater sample chemical results from accredited SANAS laboratory;
    - Appendices containing pumping test graphs and borehole management recommendations;
    - Borehole locality maps;
    - Hydrogeological investigation reports and registration of production boreholes with DWS
    - Equip borehole
    - Motor Control Centre (MCC).
    - Installation of suitably sized pump
    - Construction of borehole pumpcage / pumphouse
    - Security fencing.
    - Water Testing
- Project Specifications, Bills of Quantities, Construction drawings, as-built drawings and social facilitation (ISD) reports;
- Secured fully functional boreholes equipped with storage, power supply, lightning protection, pipework and stand taps;
    - Solar powered electrical connections to pumps, including;
    - Anti-theft measures.
- Warranty and guarantee certificates for installed infrastructure;
- Bulk supply **pumping main (**pipeline**)**, including;
    - Route determination.
- Ground storage facility (50 kl).
- Storage (elevated) tanks (10000 l), including;

- Level control monitoring system

- Reticulation pipelines and standpipes, including;
  - Connection to water existing infrastructure as determined on site.
  - New water reticulation infrastructure
  - Repair to existing reticulation infrastructure as determined on site.
- Topographic and as-built surveys
- Geotechnical investigation
- Close Out Report and As-built drawings.

2. 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.
- Approved Work Orders,
- Test results for water samples, bedding compaction and or pipe replacement (where necessary),
- O&M manuals & as-built drawings

The proposed scope of works would be applicable, on varying scales, Mdeni-Swartwater, as indicated in Figure 1 below.

a. Location of the works

The target areas fall under the jurisdiction of the Emalahleni Local Municipality. The locality of the target areas are shown in the Figure 2A below. Additional google map figures and layout plans indicate the proposed infrastructure layout plans.

Figure 2A: Settlement Locality



Source: *google earth map*

GPS Coordinates

Mdeni-Swartwater	31°41'10.96"S (31,68637778 S)	26°48'11.42"E (26,80317222 E)

The proposed pumping main layout is summarised below.

Figure 2B: Borehole Site and Proposed Reservoir Site

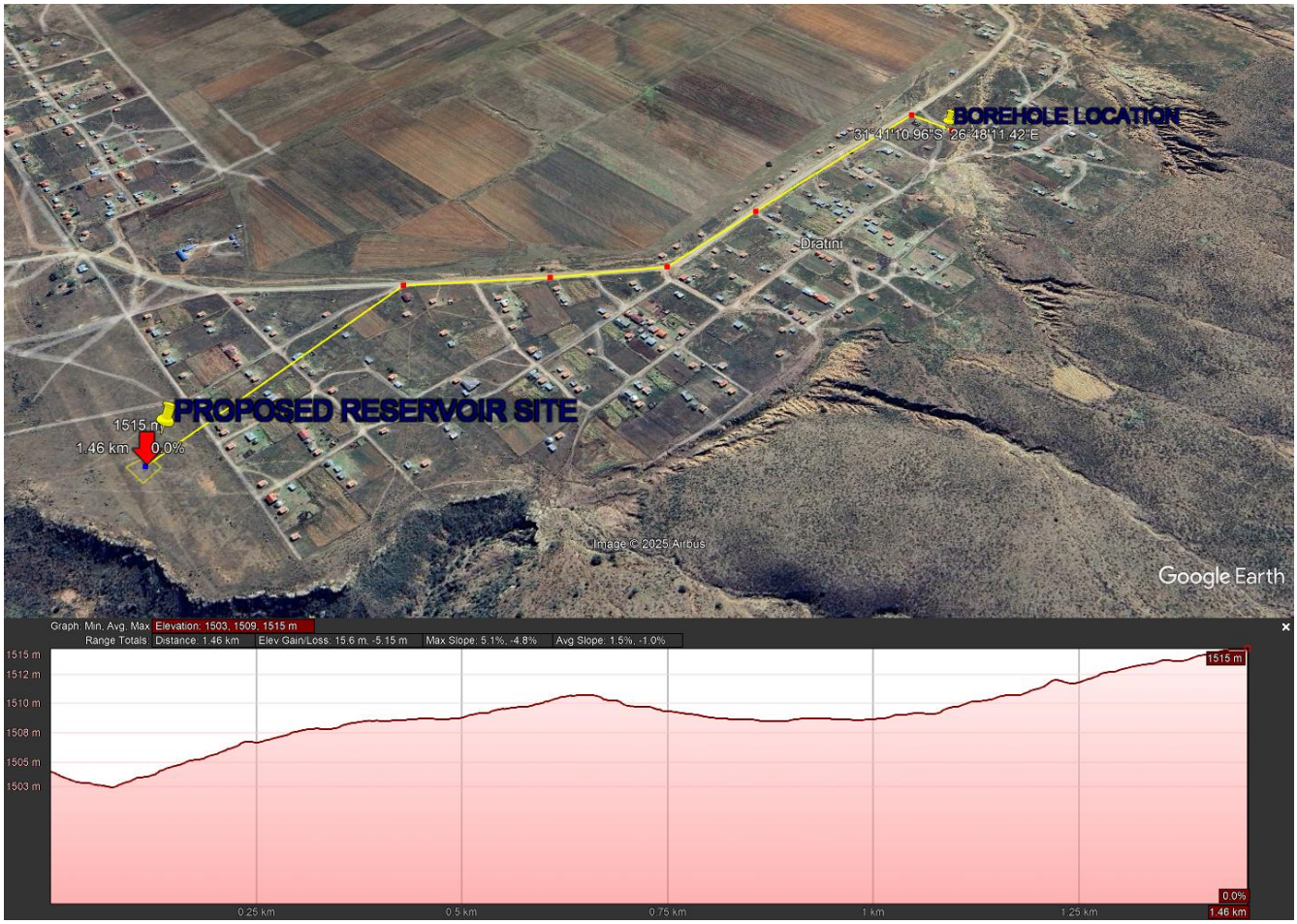


Source: *google earth map*

Proposed Asset	GPS Coordinates		Elevation (masl)
Borehole Site	31°41'10.96"S	26°48'11.42"E	1504
Proposed Reservoir Site	31°41'33,03"S	26°47'28,34"E	1515

NB: *The layout plans will be determined by the final location of the production borehole.*

Figure 2C: Longitudinal section from borehole site to proposed reservoir site

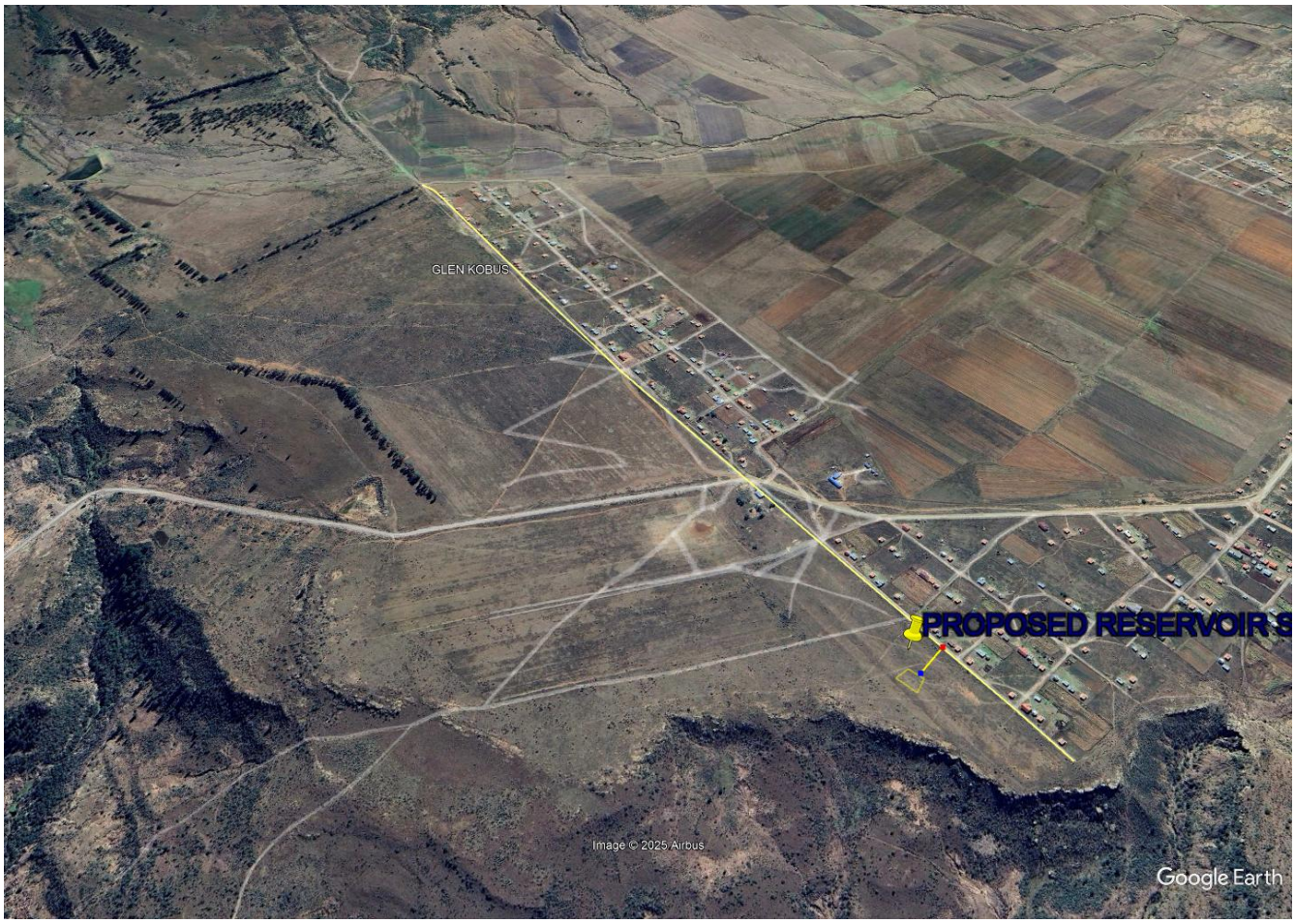


Source: *google earth map*

Proposed Asset	GPS Coordinates		Elevation (masl)
Borehole Site	31°41'10.96"S	26°48'11.42"E	1504
Proposed Reservoir Site	31°41'33,03"S	26°47'28,34"E	1515

The proposed reticulation infrastructure should be designed along two main legs as indicated in the two figures below. The existing reticulation infrastructure should be verified during design study processes and should inform the final designs for the additional reticulation and storage facilities in part and as a whole water supply scheme. Assessment of other sources of water and the quality of that water should be undertaken and should inform the final design recommendations.

Figure 2D: Leg one reticulation mainline.



Source: *google earth map*

Figure 2E: Leg two reticulation mainline.



b. Legislative Requirements

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

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

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

c. Design Considerations

The proposed engineering solution must be signed off by the appointed Engineer either registered as a Professional Civil Engineer (Pr Eng) or Professional Civil Engineering Technologist (Pr Tech Eng) with ECSA, to ensure all deliverables are met as per the required scope of works. All design study stages up to the final design proposals must additionally be submitted for review to the designated engineering professional from MISA before any works can begin.

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

General design criteria and philosophy

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

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

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

d. Water demand & storage

Average water demand will be estimated according to the Red Book (Guidelines for Human Settlement Planning and Design) and other design standards. The Management Contractor will also be guided by the the DWS' *National Norms and Standards for Domestic Water and Sanitation Services (2017)* as gazetted and the Policy -based Research on Groundwater Management and use in South Africa (2022) as examples. The following design philosophy parameters should be consulted during the design study stages for the **Mdeni-Swartwater Settlement.**

Base year: 2025

House occupancy:	5 people
Growth rate:	0%
Design period for pipelines and reticulation:	30 years
Design period for reservoir:	30 years
Design period for mechanical and electrical installations:	10 years
Design peak factor (DPF) for reticulation:	3
Annual average daily demand (AADD):	60 l/c/d x population
Conveyance losses (reticulation):	10%
Loss at water treatment works:	10%
Summer peak factor (SPF):	1.5*AADD
Gross Average Annual Daily Demand (GAADD):	1.1 x AADD
Design Peak Flow Rate (DPFR for reticulations):	SPF x DPF x GAADD
Fire-risk category:	Low risk – Group 4
Maximum valve spacing:	600 m
Minimum residual pressure at the point of discharge:	10 m
Clear water velocity in pipelines (pumping):	0.3 m/s to 1.5 m/s
Minimum raw water velocity in pipelines:	0.6 m/s
Minimum standpipe flow rate:	10 liters per minute for a single standpipe

NB: *This is a recommended figure for schemes composed of communal standpipes – refer WRC Report No. 480/1/96*

The minimum design parameters for **Mdeni-Swartwater Settlement** (assumptions) are as follows:

General parameters:

- Household content = 4 persons
- Growth = 1% per annum
- Consumption rate = 40 litres/capita/day
- Peak Factor = 3

- **Mdeni-Swartwater Settlement:**
  - Total Number of Households = 100 HH
  - Total Population = 400 persons
  - Design Population in 10 years = 440- persons
  - Total Daily Demand = 18 m^3/day
    - Storage Required = 20000 l

i. 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.

The Red Book indicates 0.6 m/s as the minimum recommended pipe flow velocity. Proposed pipe diameters for the Mdeni-Swartwater settlements will however result in lower velocities than typically recommended. This deviation from the norm is to accommodate practical construction and operation, as lower flow velocities will yield less friction losses, which in turn lowers the solar power requirement and associated cost. The low flow velocities also allow for spare capacity on the pipelines, which will allow for future upgrades to the bulk supply, should the level of service to the community be increased.

- **Mdeni-Swartwater Settlement:**
  - Proposed pipe internal dia. = 90 mm
    - Flow velocity (min) = 0.42 m/s
  - Estimated pipeline length = 1500 m
  - Friction loss = 2.5 m
  - Static head = 10 m
  - Total head losses = 13 m

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.

3.2.2 Construction requirements

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

a) Fit for their intended purpose; and

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

3.2.3 Design requirements

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

a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and

C3.3 MANAGEMENT

1 CONTRACTOR'S MANAGEMENT REQUIREMENTS

1.1 General

The Contractor shall:

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

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

1.2 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).

1.3 Completion strategy

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

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

1.4 Programme

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

1.5 Reporting

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

1.6 Communications

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

1.7 Invoices

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

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

2 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)

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

3 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 Province, after approval of completed works.

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

4 TIME FRAMES

The estimated timeframe for completion of all the activities as described herein the C3: Scope of work is 8 months from the date of start of work.

5 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

6 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.

7 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 R4, 500 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 R200 per sitting per month.

8 TEMPORARY WORKS

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

9 ENGINEERING DESIGN WORK AND ACTIVITY MATRIX

Early completion of the works is of prime importance.

Programming of the Works is to be done in conjunction with the Engineer. No alterations to the programme will be allowed once the work has commenced without the written consent of the Engineer.

The Contractor's programme shall be submitted in MS Project format and in print version. The programme shall be of the critical path type and shall include details of the resources to be employed. The programme shall indicate all project dependencies whether under the direct control of the Contractor or not.

The Contractor shall update the approved programme at monthly intervals and shall if required, reflect alterations to the order of the Works ordered by the Engineer.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

10 EMPLOYER'S DESIGN

No design will be provided by the Employer.

11 DESIGN BRIEF – DRAWINGS

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

12 SUBCONTRACTING

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.

13 CONSTRUCTION

Applicable SANS Standards for construction work

For this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 A :	1986	General
SANS 1200 AA:	1986	General (Small Works)
SANS 1200 AB:	1986	Engineer's Office
SANS 1200 C :	1980	Site Clearance (Amendment 1, 1982)
SANS 1200 D :	1988	Earthworks (Amendment 1, 1990)
SANS 1200 DB:	1989	Earthworks (Pipe Trenches)
SANS 1200 GA:	1982	Concrete (Small Works)
SANS 1200 HA:	1990	Structural Steelwork (Sundry Items)
SANS 1200 L:	1983	Medium-Pressure Pipelines
SANS 1200 LB:	1983	Bedding (Pipes)
SANS 1200 LF:	1983	Erf Connections (Water)

The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

14 WORKS SPECIFICATIONS

SABS 1200 A : GENERAL

Materials Quality

Materials shall bear the official mark of the appropriate standard.

Samples on which laboratory testing is required, shall be delivered free of charge to site. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials, and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

15 PLANT AND MATERIALS

PLANT

All plant should be provided as per the requirements listed in the evaluation schedule under plant and equipment

MATERIALS

All in situ pavement material shall be classified as soft material for excavation purposes.

Materials used for selected layers shall comply with the requirements of standard specification 1200 M.

16 CONSTRUCTION EQUIPMENT

All plant should be provided as per the requirements listed in the evaluation schedule under plant and equipment

17 EXISTING SERVICES

17.1 DETECTION, LOCATION, AND EXPOSURE

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "as built" drawings.

Where the Contractor is responsible for the cost of repairs carried out by the Employer or others, the costs will be recovered by means of a deduction from the Contractor's monthly payment certificate. The Employer will attend to the payment of monies due to others.

18 SITE ESTABLISHMENT

Site establishment must meet the minimum standards as per the site establishment checklist to be issued at appointment.

19 SITE USAGE

a) Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

After reinstatement, both the Contractor and the owner/occupant shall sign the form confirming that the condition of the fence is at least equivalent to its condition before dismantling.

b) Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

c) Notices, Signs, Barricades and Advertisements

Notices, signs and barricades as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

d) Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site.

20 PERMITS AND WAYLEAVES

All necessary permits and wayleave applications and approvals must be sought before commencement of construction.

21 ALTERATIONS, ADDITIONS, MODIFICATIONS TO EXISITNG WORKS

Prior assessments on modification work (refurbishment of existing boreholes) must be done and approval on proposed scope granted by MISA before proceeding with the work.

22 INSPECTION OF ADJOINING PROPERTIES

Not applicable on this project.

23 WATER FOR CONSTRUCTION PURPOSES

All costs must include sourcing of water for construction purposes and must be borne by the contractor. It is envisaged that quantities required for this project will not warranty the need for a Water Use Licence.

24 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Setting out of the works is the sole responsibility of the Contractor. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and bench marks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

25 MANAGEMENT OF THE WORKS

a) Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

b) Daily Site Diary

The daily site diary in accordance with the pro forma supplied by the Engineer, shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

c) Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

d) Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

e) Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

f) Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

g) Payment Certificates

Monthly progress payment certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed. The Engineer's

Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

h) Community Liaison and Community Relations

In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer.

i) Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor’s supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised

Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration.

26 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. The footprint of any environmental impacts associated with drilling activities is to be kept to a minimum and the work site is to be always maintained in good order. Portable toilets are to be utilised and maintained in good order.

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification.

26.1 ENVIRONMENTAL MANAGEMENT PLAN

Objective of the Environmental Management Plan

The EMP has the following objectives:

a) To state standards and guidelines that are required to be achieved in terms of environmental legislation.
b) To set out the mitigation measures and environmental specifications which are required to be implemented for all phases of the project in order to minimise the extent of environmental impacts, to manage environmental impacts and where possible, to improve the condition of the environment.

c) To provide guidance regarding method statements which are required to be implemented to achieve the environmental specifications.
d) To define corrective actions which must be taken in the event of non-compliance with the specifications of this EMP.
e) To prevent long-term or permanent environmental degradation.

26.2 ENVIRONMENTAL POLICY

The Contractor will undertake (and procure that its subcontractors undertake) the development and operation of the project in an environmentally responsible way.

To achieve this policy statement, the Contractor will include this Environmental Management Plan with all project documents that it issued to any third party who carries out all or part of the Contractor's obligations in terms of the Contract.

The Contractor will procure design and construction in an environmentally responsible way by imposing adherence to the provisions of the EMP as a contractual obligation in respect of all project documents for design, construction, operation and maintenance activities.

26.3 METHOD STATEMENT

As a result of the investigation on expected environmental issues, the following aspects need to be focused upon and actions be taken in the EMP:

- Visual
- Waste Management and Control
- Noise Management.
- Water Management
- Vegetation
- Construction impacts
- Archaeological or Graves
- Stockpiles
- Storage tank for diesel and fuel
- Rehabilitation after closure
- Environmental Monitoring and Auditing.

The Contractor must ensure and monitor the implementation of these management steps. On an overall framework, the effectiveness of all environmental management measures will have to be monitored and audited on a regular basis.

26.4 MANAGEMENT MEASURES

The environmental management measures described in this Environmental Management Plan are applicable to all sites.

The following actions need to be implemented in order to reduce or mitigate the anticipated impact on environmental conditions resulting from activities undertaken by the Contractor.

26.5 VISUAL IMPACTS

Any change in the local view through the introduction of a new development or infrastructure in the line of sight can be considered as a visual impact. The significance of the impact is influenced by the nature or “quality” of the affected landscape, the degree of change in the landscape which occurs as a result of the development, as well as the capacity of the landscape to absorb the impact. Visual impacts are usually considered most significant when the development is not of a similar nature to other developments in the area, or is readily viewed from areas of public access and view points, or in areas which are characterised by significant natural features.

26.6 MANAGEMENT MEASURES

Screening vegetation could be planted to soften/obscure the structures where practical. The choice of screening vegetation is very important. It should be consistent with the natural vegetation of the area so as to blend in with the surrounding landscape and not appear out of place. Placement should follow a irregular pattern where possible, similar to surrounding vegetation, in order to avoid a “plantation-like” or geometric appearance.

26.7 WASTE MANAGEMENT AND CONTROL

The management and proper handling of solid and liquid waste is essential. This aspect needs proper control and monitoring during the full construction period. Waste is not allowed to burn on site.

It is important to control any waste products that might be generated during normal operating activities like bitumen, fuel oil and diesel.

26.8 MANAGEMENT MEASURES

a) Solids

- Accessible waste disposal bins must be distributed over the site and it is suggested that large waste bins be put out on various places within the site.
- A skip or similar should be placed centrally at the site. All waste disposal bins should be emptied in this skip and the skip should be emptied at least on a weekly basis.
- A maintenance contract must be signed with an approved contractor and the waste must be disposed of at an approved waste site. Site personnel could consider moving the waste to the local municipal refuse site themselves if they have the means to do this.
- General hygiene conditions should be kept at the waste bins and skips throughout the period of occupation. It is recommended that the areas be disinfected on a regular basis by using JIK or granular chlorine.

b) Liquid

Liquid waste, other than sewage waste, must be collected in closed containers. Waste to be collected includes:

- Mechanical oil,
- Hydraulic fluid,
- Grease
- Used cooking oil,
- Paint and resins.

Used oil must be recycled through a recognized recycler.

c) Construction

Construction waste (wood, steel and concrete) should be collected and placed in specially designated areas on the site for removal by the contractor to the disposal site. If possible, construction waste should be made available to local people for usage.

d) Noise Management

Standards and guidelines for the control of noise, vibration and shock which are of relevance to this project are primarily controlled under the Occupational Health and Safety Act (No 85 of 1993) in terms of the workplace in industry;

e) Management Measures

- Work activities should be planned not to generate more noise than the 65dB level stipulated. Noise levels above 65dB would require mitigation measures. The Contractor shall restrict all of its operation and maintenance operations which result in

undue noise disturbance to the hours of 06:00 to 18:00. Any work outside of these hours should be agreed in writing with the affected parties. If construction is to take place during the night, it should be limited to those activities generating minimum noise.

- Personnel shall equip noisy machinery with standard silencers and take care not to increase ambient noise levels unreasonably bearing in mind the construction action and the machinery required.
- Personnel working in conditions with high noise levels shall be equipped with the required safety equipment to reduce the exposure of the individual to the noise. Regular monitoring of workers conditions should be undertaken.
- Records of all noise level measurements shall be kept for the duration of any contract or operation.

f) Water Management

The construction of any structure can have a significant impact on the storm water runoff and hydrology of the surrounding area. This is usually most significant during and after rainfall and particularly after heavy rainfall. This may result in higher than normal flow volumes which could disrupt the local hydrology and runoff patterns of the area. This in turn may result in soil erosion and the swift delivery of pollutants into the drainage system.

Management Measures

- Gabions (or similar structures) or vegetated swales could be used to slow the water down in areas prone to soil erosion
- The velocity of the water must be reduced (energy dissipated) before entering the natural drainage system.

g) Vegetation

Construction of the proposed work will result in the clearing of vegetation for the pipeline routes.

Management Measures

- The clearing of vegetation should be limited to the extent of the area to be utilised for construction;
- The Euphorbia cooper trees or any other tree should be avoided as far as possible;
- Trees that need to be cleared should be either replanted or replaced.

h) Construction Impacts

Impacts associated with construction could include the following:

- Air pollution generated during the construction phase;

- Increased noise emanating from construction activity (See 2.3);
- Activities at construction camp site.

i) Air Quality

Air quality during the construction phase, is generally affected by dust generated during activities such as earth moving and by emissions from construction vehicles and equipment.

Dust generated during the construction phase results from a number of the construction activities, including earthworks, loading and offloading material, drilling and crushing operations, and dust entrained by construction vehicles on site. Wind blown dust may result from denuded areas and earth stockpiles. Dust can temporarily reduce visibility and it is an irritant to the nose and eyes. Heavy dust loading may reduce plant growth.

Potential impacts on air quality during construction will be as a result of:

- dust generated during construction activities; and
- emissions from construction vehicles and equipment.

Management Measure

Dust should be suppressed through a watering management programme, especially during windy conditions and in the dry winter months.

j) Construction Camp Site

Management Measures

- The construction camp site must be located on a location that will ensure that minimal erosion damage takes place.
- Proper sanitation facilities must be supplied.
- If vegetation is removed or damaged, it must be properly rehabilitated.
- The use of fires for cooking should be prohibited, so as to prevent to the risk of veld fires.
- The construction camp should be properly controlled with access limited to workers only.
- A proper rehabilitation plan should be in place to reinstate and landscape areas used after construction.

k) Stockpiles

Should stockpiling become necessary during any operation the areas for the stockpiling of material shall be indicated and demarcated on a site plan.

The areas chosen for stockpiling shall have no indigenous trees and shrubs present that may be damaged during operations. In determining the location of these temporary stockpile areas, cognisance must be taken of sensitive and no-go areas, and should be located within the construction site, where feasible. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of these temporary stockpiles, the Contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact.
- Constructed and maintained so as to avoid erosion of the material and contamination of the surrounding environment.
- Kept free from all alien/undesirable vegetation.
- Ensure that no excessive dust is generated from these stockpiles.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated/deposited during construction shall remain on-site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained.

l) Storage Tank

The following extract has been made from the relevant standards that are applicable to the temporary fuel storage facilities:

m) General

A bund provides containment for any loss of chemical / oil from the storage tank and associated pipe work. It should consist of a base and surrounding walls, which must be constructed of, or lined with, a material impermeable to the substance stored. Ideally, pipe work should not pass through the bund wall. However, if this is unavoidable, the material used for sealing around the pipe must be resistant to attack by the substance stored and the overall integrity of the bund should not be compromised.

n) Rainwater

Although in some areas rainwater will often evaporate from within the bund, a collection sump should be included in the base. If there is a need to remove accumulated rainwater, this should be done with a manually operated pump or by bailing from the sump. This water may be contaminated and should be disposed of with care to ensure no pollution occurs. If in doubt about this, contact your local Agency office for advice.

There must be no outlet directly connecting the bund to any drain, sewer or watercourse or discharging onto a yard or unmade ground.

o) Capacity

There are two acceptable methods for calculating bund capacity. Normally, the capacity of the bund has been calculated to give containment for 110% of the total volume for single tank and hydraulically linked tank. Where two or more tank are installed within the same bund, 110% of the largest tank or 25% of the total capacity of all tank, whichever is the greater, is used.

p) Maintenance of storage tank

Bunds, tank and pipe work should be inspected regularly for signs of damage and should be checked at least weekly. Any accumulated rainwater, oil or debris should be removed and any defects to the bund wall or lining should be repaired promptly using the appropriate technique to ensure the bund retains its integrity. Damage to the tank or pipe work should be dealt with immediately.

q) Rehabilitation after Closure

After the completion of work the site must be rehabilitated to the following project or contract specifications. All site facilities that were utilised during constriction needs to be removed and the site needs to be rehabilitated.

The site must be thoroughly cleaned up from pollutants and debris prior to decommissioning.

C3.4 GENERAL REQUIREMENTS

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.

2 Construction requirements

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

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

3 Design requirements

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

a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and
b) Provide the services in accordance with the relevant 'Guideline Scope of Services' as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) as a project leader, lead designer, designer, cost consultant and supervising agent.