Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/RUB/ALM/KZN/029/2026/27

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE

PROCUREMENT DOCUMENT

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

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 Bidder: _____

Total Bid Price: _____

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE

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APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL 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

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

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

Contract Documents

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

TENDER NO. MISA/RUB/ALM/KZN/029/2026/27

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites bids from suitably qualified bidders for Repairs and Upgrade of three Solar-Powered Production Boreholes, Extension of Reticulation Systems, Standpipe Rehabilitation within the Abaqulusi Local Municipality, Kwazulu-Natal Province.

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

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

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/RUB/ALM/KZN/029/2026/27	**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE**	**Address:** Zululand District Municipality Vryheid Satellite offices: 240 Afrikaner St, Vryheid, 3100 **Date & Time:** 08 December 2026 10am **Failure to attend and sign the attendance register will lead to your DISQUALIFICATION.**	**25 January 2027** **11:00am** **All Bid documents to be submitted to:** 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 **TEL: 012 848 5300**

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

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

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

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its director's information in compliance with Protection of Personal Information Act (POPIA).

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

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 848 5300

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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T1.2 TENDER DATA

TENDER DATA

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

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

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

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

Clause number	Tender Data
	The tenderer: 1) Only those tenderers who are registered with the **CIDB or** are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3CE Or Higher** class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the **CIDB**; b) the lead partner has a contractor grading designation in the **3CE Or Higher** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 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 and a valid combined CIDB Grading Certificate. 3) Bidders must attend a compulsory briefing session & site visit and complete the attendance register. 4) Only Tenderers who have the following resources must be registered with ECSA as a Professional Engineer or Professional Engineering Technologist and SACNASP as Professional Geohydrologist and the demonstration of a minimum 5years relevant experience in Water and Sanitation services (Attach proof of valid ECSA registration Certificate and valid SACNASP registration Certificate, CV and Qualification for each resource): • **Civil Engineer (Contract Manager)** • **Geohydrologist**
4.7	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). **No Tender will be considered unless the Bidder attends the compulsory briefing session and site visit.** Bidder /their authorised representatives must complete and sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.
4.12	No alternative tender offer will be considered.
4.13 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Reception area of MISA Offices Municipal Infrastructure Support Agent's Office **Physical Address**: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 **Telephone**: 012 848 5300 **Identification details on the Tender package(s):** 1. Name and Reference number of the tender;

Clause number	Tender Data
	2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contact details of the Bidder; 5. Date of submission
4.13.4	The Bidder is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as **original**, **one copy of the original** and **one scanned copy of the original completed and signed tender documents in a memory stick.**
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 120 days.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 10 working days before tender closing time.
5.	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 **Compliance, 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 below. The procedure for the evaluation of responsive tenders is **detailed as follows:** **Phase 1:** The eligibility criteria, and mandatory requirements. **Phase 2:** Bidders must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Bidders which do not meet minimum functionality **points of 70** will not proceed to the next evaluation criteria. **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 the award

Clause number	Tender Data
	2. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD 3. Should the bidder intend to sub-contract more than 25%, It is compulsory to submit a valid B-BBEE Certificate issued by SANAS accredited Agency OR a valid original or certified copy of a (CSC000) sector code sworn affidavit (for EMEs or QSEs) attested by a Commissioner of Oaths in terms of the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 as amended for all proposed sub-contractors. 4. A valid original or certified copy of amended Construction Sector Codes (CSC000) **B-BBEE Certificate issued by SANAS accredited Agency** must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In the case of a joint venture or consortium a valid copy of a consolidated amended Construction Sector Codes (CSC000) **B-BBEE Certificate issued by SANAS accredited Agency** must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 5. Bidders that are EMEs or QSEs must make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, to claim B-BBEE points. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points. 6. In cases where key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certificate indicating the relevant equivalent South African Qualification. 7. **Bill of quantities or Pricing schedule and or Form of offer/Total tender** amount shall be completed in all respect and shall not contain erasable ink or correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory **PHASE TWO: TENDER/S WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:** 1. The tenderer will be expected to submit substantial information (valid copies and detailed information) in order to claim points for each of the criteria or sub criteria set. 2. The Bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 4. Non-submission or poorly completed schedule or incomplete information will result in a Bidder losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality. It is the responsibility of the Bidder to ensure that all copies are clear and certified when the conditions require them to be so. 5. No second chance will be given to a Bidder to submit some information after tender closure on this stage of evaluation i.e. functionality.

Clause number	Tender Data
	PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value. Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million**:** **Allocation of points** The following table shows allocation of points:

Criteria	Points
POINTS ON PRICE	**80**
Specific Goals	**20**
TOTAL	**100**

a) A maximum of 80 points is allocated for **price** on the following basis:

80/20

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.

c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.

e) Allocation of Points

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.

Clause number	Tender Data

The Specific goals will be allocated as per the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Who are women (51% or more)	**5**
Who has disability (51% or more owned)	**3**
Who is a youth (18 to 35 years) (51% or more owned)	**5**
Location of enterprise (Zululand District Municipality)	**4**
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**3**
Total scored points	**20**

Definitions

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

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

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Means of Verification (Specific Goals)

Procurement Requirement	Required Proof Documents
Women	Certified ID copies of Directors + CIPC Company Registration Documents
Disability	Doctor's letter/report confirming the disability and/or Proof receipt of Disability Grant
Youth	Certified ID copies of Directors + CIPC Company Registration Documents
Location	Municipal bill/Lease agreement/ letter from Local authority
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

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.

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
<tr><td></td><td>Tenderers that fail to submit supporting documents to substantiate their B-BBEE rating, as indicated under “Clause: SFU (clause 4.3.1): Other Conditions of Bid” paragraph 3 and 4, will not be awarded B-BBEE preference points.</td></tr>
<tr><td>5.11.9</td><td>Functionality Criteria.

A Tender scoring below 70 points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from 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>40</td></tr>
<tr><td>Experience of Key Personnel
<table>
<tr><td>Civil Engineer/ Contract Manager</td><td>20</td></tr>
<tr><td>Geohydrologist</td><td>20</td></tr>
<tr><td>Site Agent</td><td>10</td></tr>
<tr><td>Foreman/Supervisor</td><td>5</td></tr>
<tr><td>Health and Safety Officer</td><td>5</td></tr>
<tr><td>Total</td><td>60</td></tr>
</table></td><td>Schedule 2</td><td>60</td></tr>
<tr><td>Maximum possible score for quality (M_s)</td><td></td><td>100</td></tr>
</table></td></tr>
<tr><td>5.13</td><td>Before award, successful Bidders will be accepted only if:

1. The Bidder or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the Bidder has not:
a. abused the Employer’s Supply Chain Management System, or
b. failed to perform on any previous contract and has been given a written notice to this effect,
3. The Bidder demonstrated that they have capacity and capability to complete the works.
4. The Bidder does not pose a risk to the employer such as not having capacity in the tendered project region.
5. The Bidder does not pose commercial risk in relation to financial offers and market related rates.
6. the Bidder has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive.
7. the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
8. the Bidder/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be</td></tr>
</table>

Clause number	Tender Data
	considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 9. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the Bidder has been attached (specific to this bid) to the bid submission, it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	Only one signed copy of the contract will be provided by the employer to successful Bidder after award during handover meeting.
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
5.17	**Cancellation and re-invitation of tenders** MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer is received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation was advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer 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 point, the successful Bid must be the one scoring the highest number of **Specific goals points.** E. However, in the event that two or more Tenders have scored equal point including equal **Specific Goals**, the successful tender must be the bidder scoring the highest points for **Functionality.** F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.

Clause number	Tender Data
	ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are: **A. Joint Venture** Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. **B. Costs incurred by Bidder** The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session and site visit in connection therewith. The employer reserves the right to accept the whole works or part of the works. **C. Acceptance of Bid** The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. The employer reserves the right to accept the whole works or part of the works. **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. 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. **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

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

Clause number	Tender Data
	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.

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

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.

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. Valid ECSA certificate, C.V and qualification for each resource (Civil Engineer as a Contract Manager).
10. Schedule 1: Schedule of Experience of the bidder
11. Schedule 2: Experience of Key Personnel

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

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

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

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

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID : SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**MISA/RUB/ALM/KZN/029/2026/27**	**CLOSING DATE:**	**25 JANUARY 2027**	**CLOSING TIME:**	**11:00am**
DESCRIPTION:	**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1303 Heuwel Avenue, Riverside Office Park, Letaba House					
1st Floor, Centurion, Pretoria 0046					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Mandy Batyi**	CONTACT PERSON	**Ms. Thabile Magubane**
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 ISSUED BY AGENCY ACCREDITED BY SANAS / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

•

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

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

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

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	**5**	
Who has disability (51% or more owned)	**3**	
Who is a youth (18 to 35 years) (51% or more owned)	**5**	
Location of enterprise (Zululand District Municipality)	**4**	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**3**	
Total scored points	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

1.
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	
BID NUMBER	**MISA/RUB/ALM/KZN/029/2026/27**

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

8. EVALUATION SCHEDULE 1: BIDDER'S RELEVANT PROJECT EXPERIENCE (40 points)

a) Requirements

The experience of the bidder as a company (as opposed to key staff members) in the groundwater resource assessment, refurbishment, upgrade, or installation of mechanical and electrical equipment for waterworks, pump stations, or similar industrial infrastructure projects. This shall include experience in electrical panels, motor control centres, variable speed drives, electric motors, pumps, valves, and associated control systems, executed as a main contractor or sub-contractor. Only projects completed within the previous **ten (10) years** prior to the closing date for submissions shall be considered.

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) Projects	**30 points**
d)	Four (4) Projects	**40 points**

c) Means of Verification: Bidders are requested to submit practical completion/ completion certificates and corresponding appointment letters/Purchase Orders.

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

d) Listing of Completed Projects

Bidders are requested to list one and or up to a maximum of four (4) highest value projects including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

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

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

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

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

Name of Bidder: ……Date: ……

Signature: ……Position: ……

Full name of signatory: …….....

SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (60 POINTS)

a) Summary

Total Points 60 points for key personnel is allocated as follows

- **Civil Engineer/ Contract Manager (Pr Eng/ Pr Tech Eng) = 20**
- **Geohydrologist (SACNASP Registration) = 20**
- **Site Agent = 10**
- **Foreman = 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
Civil Engineer/ Contract Manager	5 Years	Bachelor of Technology, Bachelor of Science or Bachelor of Engineering in Civil Engineering
Geohydrologist (Professional registration mandatory)	5 Years	Bachelor of Technology, Bachelor of Science in Hydrogeology, Geohydrology, Hydrology, Geology, and Geophysics
Site Agent	5 Years	National Diploma in civil engineering
Foreman	5 Years	N6 certificate in civil engineering
Construction Health & Safety Officer	3 Years	Certificate in Construction Health and Safety officer (CHSO) or Equivalent

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.

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 (ECSA Professional registration mandatory)	**=**	**(20 points)**
a) **B Tech/ B Eng/ BSc in Civil Engineering**, Minimum of 5 years of experience post qualification, Provide ECSA certificate and CV of Engineer. **ECSA registration as** - Pr Tech Eng/ Pr Eng. The CV must demonstrate years of experience in 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		
1.1 Experience		
a) Below 5 years		**0 points**
b) 5 to below 7 years		**5 points**
c) 7 to below 10 years		**10 points**
d) 11 years and above		**15 points**
1.2 Qualification		
ECSA registration as - Pr Tech Eng/ Pr Eng		**5 points**

Key Personnel	=	60 Total Points
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.		
2.1 Experience		
a) Below 5 years		**0 points**
b) 5 to below 7 years		**5 points**
c) 7 to below 10 years		**10 points**
d) 11 years and above		**15 points**
2.2 Qualification		
SACNASP professional registration certificate		**5 points**
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	=	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
	=	
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

Key Personnel	**=**	**60 Total Points**
5.3. **Qualification: Certificate in Construction Health and Safety officer (CHSO)**		**2 points**
a) 6 months recognised training or Equivalent	=	2 points

SCHEDULE OF PROPOSED PERSONELL

No	Key Personnel	Name and surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Civil Engineer (Contracts Manager) (Pr Eng/ Pr Tech Eng)			
2	Geohydrologist (SACNASP Registration)			
3	Site Agent			
4	Foreman/Supervisor			
5	Health and Safety Officer			

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

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

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

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

Name of Bidder: ……Date: ……

Signature: ……Position: ……

Full name of signatory: …….....

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

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 .....

Bidder .....

11. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

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

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

Bidder .....

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/RUB/ALM/KZN/029/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

The Contract

Based on

NEC 3:
ECC: Option B: Price contract with Bill of Quantities

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no: **MISA/RUB/ALM/KZN/029/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

.....

.....

.....(in words).

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

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

A C1.2 ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s) _____

Name(s) Ms. Pati Kgomo

Capacity Chief Executive Officer

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

Name & signature of witness ……..

……. Date: . . . . . .

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

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

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

Condition E. Repudiation of Tender or Invalidation of Contract

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

C1.2 CONTRACT DATA

The *Conditions of Contract* are the core clauses and the clauses for main **Option B,** dispute resolution option W1 and Secondary options X1, X7, X13, X16, Z Of the NEC3 Engineering and Construction Contract (April 2013 edition) published by the Institution of Civil Engineers (ICE), copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

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

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

Clause	Data	
1 General		
10.1	*The Employer is*	Municipal Infrastructure Support Agent
	Physical Address:	Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046
	Postal Address:	Private Bag X105, Centurion 0046
	Telephone:	012 848 5300
10.1	*The Project Manager is: KZN Chief Engineer*	
10.1	*The Supervisor is: Thabile Magubane*	
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 described in Part C3**.**	
11.2 (14)	The following matters will be included in the Risk Register None	

Clause	Data
11.2 (15)	The *boundaries* of the sites are as per the proposed site layout and locality plan as per C3: Scope of Works.
11.2 (16)	The Site Information is in section Part C4: Site information of this tender document
11.2 (19)	The Works Information is in section Part C3: Scope of works of this tender document
12.2	The *law of the contract* is the law of the Republic of South Africa
13.1	The *language of this contract* is English
13	The *period of reply* is five working 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 Electrical Engineer or Professional Electrical Technologist (appropriate certificates to be submitted).
26.3	The conditions of contract for the Subcontractor shall be the NEC3 Engineering and Construction Subcontract Edition: 3 Reprinted with Amendments 2013, which is to be signed by both parties should the Contractor be successful.
3	**Time**
30.1	The *starting date* is **14 days** after the issuance of the appointment letter.
33.1	The *access* date is 14 days after the issuance of the appointment letter.
30.2	The *completion date* for the whole of the *services* is six **(6) Calendar Months after the start date (maximum)**.
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 than 4 weeks
4	**Testing and Defects**
42	The *defects date* is 12 months after Completion of the whole of the works.
43	The *defect correction period* is two weeks after completion of the whole of the works.
5	**Payment**
50.1	The *assessment interval* is monthly on or before the 20th day of each successive month.
51.1	The *currency of this contract* is the South African Rand.

Clause	Data
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 Abaqulusi LM in Zululand District Municipality.
60.1 (13)	The weather measurements to be recorded for each calendar month are • The cumulative rainfall (mm) • The number of days with rainfall more than 5mm
7	**Title** No data required for this section of the *conditions of contract*.
70.2	80% of the value of materials on site could be claimed by the contractor
8	**Indemnity, Insurance and Liabilities**
84.1	The Contractor is to provide the insurances stated in the Insurance Table in Section 84.2
84.2	*The minimum amount of cover for insurance against the Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to employees of the Contractor to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract as prescribed in section 84.2 of the NEC 3 ECC.*

Insurance against	**Minimum amount of cover or minimum limit of indemnity**	**Period following Completion of the whole of the services or earlier termination**
Loss of or damage of the works, Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the Employer	Till the end of the *defects date*.
Loss of or damage to Equipment	The replacement cost	Till the end of the *completion date*.
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.	R5 million without limit to the number of claims	Till the end of the *completion date*.
Liability for death of or bodily injury to employees of the	That which is prescribed by the Compensation	Till the end of the *completion date*.

Clause	Data		
	Consultant arising out of and in the course of their employment in connection with this contract	injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	
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.		
9	**Termination** There is no Contract Data required for this section of the conditions of contract.		
10	**Data for main Option clause**		
B	**Priced Contract with Bill of Quantities**		
Option W1	**DISPUTE RESOLUTION**		
W1.2	The *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 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 whole of the works are **R2,000.00** per day		
Option X13	**Performance Bond**		
X13	The amount of the performance bond is **10%** of value of Contract		
Option X16	**Retention**		
X16	The retention percentage is **10%**		

Clause	Data
Z	***Additional Conditions of Contract*** The *additional conditions of contract* are
Z1	**Selection and appointment of the *Adjudicator*** A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator.* The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.
Z2	**Tax invoices** **The *Contractor*'s invoice.** Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Consultant*'s invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3	**Acts or omissions by mandatories** In terms of Section 37(2) of the 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

Clause	Data

Reducing to the guaranteed sum of **6** %	From the date by when the Price for Work Done to Date has reached or exceeds the amount stated above and until the date of Completion of the whole of the *works*
Reducing to the guaranteed sum of **3** %	From the day after the date of Completion of the whole of the *works* and until the date of issue of the last Defects Certificate.
Reducing to the guaranteed sum of **1** %	From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.

Transfer of rights

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

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

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

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

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

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/RUB/ALM/KZN/029/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

C1.3 SECURITIES: PERFORMANCE BOND

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

{Insert name and registered address of the Contractor}

Date:

Dear Sirs,

PERFORMANCE BOND FOR CONTRACT NO.

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

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

(the *Contractor*), for

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

I/We the undersigned .....

on behalf of the Surety .....

of physical address .....

.....

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

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

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

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

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

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

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

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

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

R _____

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

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

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

C1.3 SECURITIES: REDUCING VALUE GUARANTEE

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

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

R 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	Representative
.....	.....
Name (printed)	Name (printed)
.....	.....
Capacity	Capacity
.....	.....
As Witness	As Witness
.....	.....

Guarantor's
stamp or seal

.....

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/RUB/ALM/KZN/029/2026/27**

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

PART C2: PRICING DATA

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PART C2: Pricing Data

C2.1 PRICING INSTRUCTIONS

1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Quantity : The number of units of work for each item

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

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

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

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

15 All items in the Bill of Quantities include all the resources, materials, tools & equipment as well as labour required to execute the work to completion. Where the Scope of Work requires detailed drawings and designs from the Contractor or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre-pass
LV	=	Low voltage
MV	=	Medium voltage
ha	=	hectare
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2 SCHEDULE OF QUANTITIES

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

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

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

INDEX TO BILL OF QUANTITIES

SECTION 1 **PRELIMINARY AND GENERAL**

SECTION 2 **RELOCATION OF TANKS**

SECTION 3 **INSTALLATION OF RETICULATION SYSTEM**

SECTION 4 **SOLAR INSTALLATION UPGRADE AND SECURITY**

SECTION 5 **GEOHYDROLOGICAL INVESTIGATION**

BILL OF QUANTITIES DOCUMENT	
PROJECT :	**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.**

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
1	**SANS 1200**	**SECTION 1: PRELIMINARY AND GENERAL**				
1.1		Fixed Charge Items				
1.1.1	8.3.1	Contractual requirements to cover the Contractor's costs for the provision of sureties, insurances and other requirements as NEC3 conditions of contract.	sum	1		
1.1.2	8.3.2	The Contractor to establish facilities on site as follows :				
1.1.2.1	8.3.2.1(c)	Name boards as per Specifications	No	1		
1.1.3	8.3.2.2	Facilities for the Contractor for the duration of the Contract (6 months)	Sum	1		
1.1.3.1	8.3.2.2(a)	Provide offices and storage sheds as necessary for the duration of the Contract	sum	1		
1.1.3.3	8.3.2.2(d)	Provide living accommodations for the Contractor and his employees	sum	1		
1.1.3.4	8.3.2.2(e)	Provide ablution and latrine facilities as per conditions of construction	sum	1		
1.1.3.5	8.3.2.2(f)	Supply tools and equipment as per the Contractor's requirements	sum	1		
1.1.3.6	8.3.2.2(g)	Provide water supplies, electric power and communications as necessary	sum	1		
1.1.3.7	8.3.2.2(h)	Deal with water as described in SANS 1 200 A section 5.5	Sum	1		
1.1.3.9	8.3.3	Other fixed charge obligations by the Contractor that are relevant to the	sum	1		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
		successful completion of the Contract (specify items) …… …… ……				
1.1.4	8.3.4	The Contractor to remove site establishment upon completion of the Contract	sum	1		
1.1.5	8.8.2	Make provision for traffic control, danger, road narrowing, speed reducing and deviation signs, safety cordon chevrons, deviation drums, night lights, flag men etc., all according to the relevant SANS, Municipal and South African Department of Transport regulations and specifications	sum	1		
1.1.6		Development of an Environmental Management Plan	sum	1		
1.1.7		Close out report and “as built” drawings (2 hard copies and 1 Soft copy)	sum	1		
1.2		Time Related Items				
1.2.1	8.4.1	Contractual requirements to cover the Contractor's costs for the 6 months duration of the contract for the providing of sureties, insurances and other requirements as stated in the Tender Document	month	6		
1.2.2.2	8.4.2.2	Facilities for the Contractor for the duration of the 6 months Contract as stated in items 1.1.3.1 through 1.1.3.8	month	6		
1.2.3	8.4.4	The Contractor's company and head office overhead costs for 6 months contract duration	month	6		
1.2.4	8.4.3	Provide supervision and services in accordance with the Guideline for Services	month	6		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
		and Processes for Persons Registered in terms of the ECSA (Act No.46 of 2000) as a project leader, lead designer, designer, cost consultant and supervising agent				
1.2.5	8.4.5	Other time related obligations by the Contractor that are relevant to the successful completion of the Contract for 6 months contract duration specify; …….. …….. …….. ……	sum	1		
1.2.6		Allow for the provision of 3 hard copies and 1 electronic copy of O&M manuals	sum	1		
1.2.7	Scope of works: Part C3.1	Allow for community liaison officers and compensation for all PSC members to attend meetings for the duration of the contract at R200 per sitting per month.	Prov. Sum	6	7000	R42 000.00
1.2.8		Compliance with OHS Act and Regulations (including the Construction Regulations 2003)	Month	6		
1.2.9		Environmental Compliance Monitoring	Month	6		
1.2.10		Onsite training of Municipal officials on the operation and maintenance of all equipment and water treatment quality	No.	2		
1.2.11		24 hr Pump Test and Water sampling as per SANS 241 requirement (all Mandatory tests) for 3 boreholes prior to determining proposal of repositioning of the tank reservoir	No.	3		
1.2.12		Boreholes to be registered with DWS	No.	3		
		TOTAL FOR SECTION 1: P'S & G'S TO BE CARRIED TO SUMMARY				

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
2	**Scope of works: Part C3.1**	**SECTION 2: RELOCATION OF TANKS**				
2.1		Geotechnical investigation	No.	3		
2.2		Borehole establishment	No.	3		
2.3		Concrete works for new tank stands	No.	3		
2.4		Crane hire to relocate tank stand	No.	3		
2.5		Labour to remove & re-install stand and tank	No.	3		
2.6		Borehole automation (pressure tank and pressure switch)	No.	3		
2.7		Allow for supply and installation of booster pump where necessary	No.	3		
		TOTAL FOR SECTION 2: RELOCATION OF TANKS				
3.		**SECTION 3: INSTALLATION OF RETICULATION SYSTEM**				
3.1		Excavate soft material and backfilling for rising main	m	1200		
3.2		Excavate hard material and backfilling for rising main	m	400		
3.3		Excavate soft material and backfilling for pipe reticulation	m	2500		
3.4		Excavate hard material and backfilling for pipe reticulation	m	500		
3.5		Supply and install HDPE Piping of 50mm PE 100 Class 16 - Rising main	m	1600		
3.6		Supply and install HDPE Piping of 40mm PE 100 Class 16 – pipe reticulation	m	3000		
3.7		Borehole automation (pressure tank and pressure switch)	No.	3		
3.8		Compression fittings (40mm Class 16)	sum	1		
3.9		Standpipes (with concrete base and 2 taps)	No.	10		
3.10		allow for the connect to the existing reticulation network (Mondlo B).	sum	1		

Item No	Payment Reference	Item Description	Unit	Quant.	Rate	Amount R-c
		TOTAL FOR SECTION 3: INSTALLATION OF RETICULATION SYSTEM				
4		**SECTION 4: SOLAR INSTALLATION UPGRADE AND SECURITY**				
4.1		Solar installation (upgrade to allow higher pumping head)	No.	3		
4.2		Complete supply and installation of Precast Palisade fence including pedestrian Gate with pad lock	m	90		
		TOTAL FOR SECTION 4: SOLAR INSTALLATION UPGRADE AND SECURITY				

SECTION 5 : IN A CASE WHERE THE YIELDS DO NOT MEET THE DEMAND, ADDITIONAL BOREHOLE WILL NEED TO BE DRILLED

5	Scope of works: Part C3.1	SECTION 5: GEOHYDROLOGICAL INVESTIGATION				
5.1		Desktop review	No.	1		
5.2		Site walkover and selection of drilling target(s)	No.	1		
5.3		Geophysical survey	No.	1		
5.4		Drilling supervision	No.	1		
5.5		Testing supervision	No.	1		
5.6		Borehole management report	No.	1		
		TOTAL FOR SECTION 5: GEOHYDROLOGICAL INVESTIGATION				

SUMMARY OF BILL OF QUANTITY (BOQ)

DESCRIPTION	AMOUNT
SECTION 1 PRELIMINARY AND GENERAL	
SECTION 2: RELOCATION OF TANKS	
SECTION 3: INSTALLATION OF RETICULATION SYSTEM	

SECTION 4: SOLAR INSTALLATION UPGRADE AND SECURITY	
SECTION 5: GEOHYDROLOGICAL INVESTIGATION	
SUBTOTAL	
ADD 15% VAT	
TOTAL AMOUNT	

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 .....

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/RUB/ALM/KZN/029/2026/27**

PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND UPGRADE OF THREE SOLAR-POWERED PRODUCTION BOREHOLES, EXTENSION OF RETICULATION SYSTEMS, STANDPIPE REHABILITATION WITHIN THE ABAQULUSI LOCAL MUNICIPALITY, KWAZULU-NATAL PROVINCE.

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 EMPLOYERS' OBJECTIVES

The objective of MISA is to appoint a Management Contractor to undertake the redesign, repositioning, and installation of water supply infrastructure. The scope of work includes the redesign and construction of a tank stand, as well as the extension of the water reticulation network and rising main at Emandlo B and Ezingagwini, within the Abaqulusi Local Municipality in the Zululand District Municipality. The intervention is intended to improve the functionality, reliability, and sustainability of the existing water supply system, thereby enhancing access to potable water for the affected communities.

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

3.1.2 BACKGROUND

The Zululand District Municipality (ZDM) is one of the ten districts and Water Service Authorities in KwaZulu-Natal. It is located on the northern regions of the KwaZulu-Natal Province, and is one of the poorest districts in the country. The district has a backlog of water infrastructure of about 21.5% and dysfunctional infrastructure at 5.9%. The district has been having service delivery challenges coupled with protests as a result of lack of and erratic water service provision.

On the 10th of April 2024, MISA appointed contractor under contract number *MISA/ALM/KZN/012/2023/24*, for the A*ppointment of a contractor for the siting, drilling, yield testing, water quality testing, equipping and commissioning of five solar powered production boreholes in Abaqulusi LM under Zululand District Municipality in the KwaZulu Natal Province.* The implemented scope comprised of Siting, drilling, yield testing, water quality testing and equipping and commissioning of five (5) solar powered boreholes and connecting pipelines at Ezingangwini -Ward 3, Mondlo (B Section) -Ward 17, Mshomoloza- Ward 12 and Sweethome Farm- Ward 12 of Abaqulusi LM. When the project was certified as complete by MISA on 10 December 2024, Zululand District Municipality (ZDM), the Water Services Authority for the district, declined to take ownership of the asset. Their decision was based on concerns raised on borehole yield of equipped boreholes and positions of tanks, the number of standpipes provided per village.

The primary objective of the project is to address the defects and outstanding issues identified by ZDM through the refurbishment of previously drilled boreholes and associated water supply infrastructure. The project aims to improve the reliability and sustainability of the water supply system by enhancing it to be gravity-fed distribution network, thereby increasing access to potable water and expanding the number of beneficiary households in the identified villages within Abaqulusi Local Municipality.

3.1.3 TIME FRAMES

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

3.1.5. SOCIO ECONOMIC BENEFITS

It is envisaged that this project will create temporary jobs as per the table below:

Type	No
Work Opportunities	
SMME developed and supported	

3.2.1 OVERVIEW OF WORKS

C. EXTENT OF THE WORKS AND SERVICES

1. OVERVIEW OF THE WORKS

The scope of the works comprises a comprehensive assessment of the existing water supply infrastructure, the repositioning of storage tanks, the installation of a rising main, and the extension of the water reticulation network to additional standpipes. The project also includes the rectification of defects and outstanding issues identified on the Emondlo B and Ezingangwini Borehole Water Supply Schemes within Abaqulusi Local Municipality. These interventions are aimed at improving the functionality, reliability, and sustainability of the water supply system, thereby ensuring the provision of a safe and reliable potable water supply to the affected communities.

2. EXTENT OF THE WORKS AND SERVICES

The scope of work includes the following key activities:

1.1 Existing Borehole System

Yield testing (24 hr Pump Test, Water quality testing, Reporting and borehole recommendation)

Geotechnical investigation, testing existing solar powered system for dismantling and reuse

Dismantle, relocate and re-install the elevated tank stands with 10 000l galvanized steel tanks to positions outlined by ZDM.

Calibration of instruments to ensure accurate monitoring and operation.

1.2 Reticulation System:

Supply and install HDPE Piping 50mm PE 100 Class 16 Rising main and 40 mm PE 100 Class 16 for Reticulation including fittings, trenching and bedding for functionality.

Supply and installation of a booster pump where required to enhance water flow, supported by a solar pump installation.

Connect to the existing reticulation network at eMondlo B.

1.3 Standpipes

Supply and installation of 10 communal standpipes with 2 taps including fittings and concrete base to support pipework; raised slab with drainage slope to restore water access.

1.4 Security and Infrastructure

Construction of a concrete palisade fence around the system for security purposes.

1.5 Operational Support:

Development of an operation and maintenance manual for ongoing system operation, maintenance and sustainability.

1.6 In a case where the yields do not meet the demand, additional borehole will need to be sited and drilled

Onsite training for municipal officials on equipment operation and water treatment quality management.

3. DESIGN CONSIDERATION

Sustainability: The system is designed to be fully solar-powered, ensuring long-term operational efficiency and reduced dependency on conventional energy sources.

Water Quality Compliance: SANS 241: 2015 test results will determine the portable drinking water.

Durability: The use of high-quality materials, such as uPVC Class 16 pipes and robust solar panels, to ensure longevity.

Security Measures: Installation of a concrete palisade fence to protect key infrastructure components.

4. 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.

Deliverables

The successful tenderer will be requested to deliver the following during completion of the project;

1 Repositioning of tank reservoirs
2 Fully refurbished and operational borehole system with all electrical and mechanical components tested and calibrated.
3 Reticulation system, including a functional booster pump with water flow to standpipes.
4 Communal standpipes with verified functionality.
5 Secure fencing around the potable water system.
6 Water yield testing and water quality testing and sampling reports to confirm compliance with health standards.
7 Operation and maintenance manual for sustained functionality.

8 Onsite training sessions for municipal officials on equipment operation and maintenance best practices.
9 Upon completion, all systems will be tested and commissioned to ensure optimal performance and reliable water supply to the community. Close Out Report, O & M Manual and As-built drawings.
10 The boreholes must be registered with DWS prior to completion of the works.

Additional Deliverables

11 Project Implementation Plan,
12 Monthly Implementation Progress Reports
13 Monthly Site Meetings Agenda, Minutes and Arrange Site Visits for Relevant Stakeholders
14 Close-Out Report including pictures before and after the Works and a file of all Contractual Documentation. Asbuilt drawings
15 Approved Work Orders,
16 Test results for water samples, bedding compaction and or pipe replacement (where necessary),

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;

17 General Authorization (DWS)
18 Environmental Impact Assessment (if required)
19 Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
20 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.)

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

Location of the works

The target areas fall under the jurisdiction of the Abaqulusi Local Municipality within Zululand District Municipality.

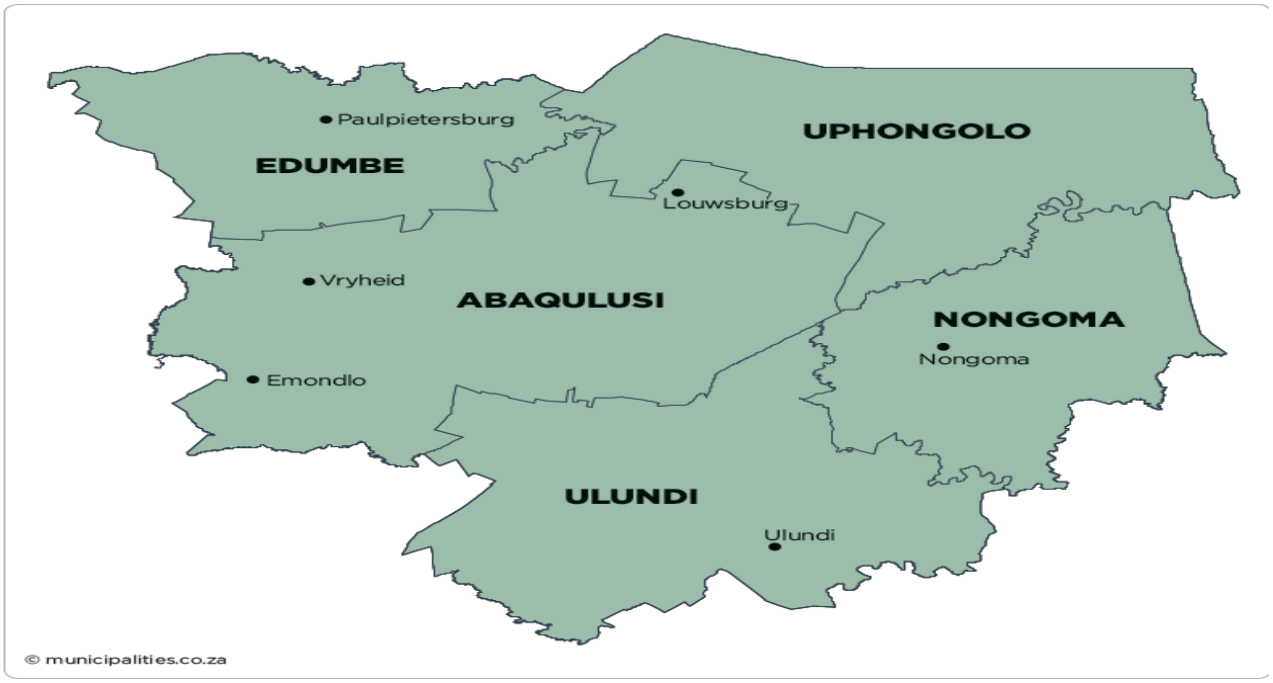


Figure 1: Location of Abaqulusi Local Municipality in Zululand District Municipality.

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



Figure 1: Mondlo- B



Figure 2: Ezingangwini 1



FIGURE 3: EZINGANGWINI 2

20.1.1.1.1 STANDARD SPECIFICATIONS

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

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

SANS 1 200 A : General

SANS 1 200 AB: Engineers Office

SANS 1 200 C : Site Clearance

SANS 1 200 D : Earthworks

SANS 1 200 DB: Earthworks (Pipe Trenches)

SANS 1 200 G : Concrete

SANS 1 200 GE: Precast concrete

SANS 1 200 HA : Structural Steelwork (small works)

SANS 1 200 L : Medium pressure pipelines

SANS 1 200 LB: Bedding (Pipes)

SANS 1 200 LC: Cable ducts

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

The following SANS specifications are also applicable to this contract:

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

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

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

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

South African Bureau of Standards

Private Bag X191

Pretoria, 0001

20.1.1.1.2 PROJECT MANAGEMENT STRUCTURES

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

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

20.1.1.1.3 TIME FRAMES

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

20.1.1.1.4 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer shall provide no facility or equipment.

20.1.1.1.5 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.

20.1.1.1.6 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.

3.8. General Requirements

3.8.1 Management requirements

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

3.8.2 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 environmental actions or a result of a self-ageing process for a period within industry accepted norms.

3.9 MANAGEMENT

3.9.1. General

The Contractor will be required to participate in regular progress meetings with the client and other stakeholders. During monthly progress meeting the contractor will be required to submit project progress reports against the activities of scope of works.

3.9.2 Completion strategy

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

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

3.9.3 Communications

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

3.9.4 Health and safety

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

3.9.5 Invoices

Contractor will be required to submit payment certificates to the Project Manager on 25th of each month. The payment certificates must be submitted with invoice, progress report and relevant test results.