

# **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER**



OVERBERG WATER BOARD (OWB) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

**REQUEST FOR PROPOSAL/TENDER (RFP)**

**RFP OW-012/2023/24:**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER**

**CIDB GRADING: It is estimated that the tenderer must have a CIDB contractor grading designation of 3EP or Higher**

**A compulsory briefing session is scheduled for Wednesday**

**Time 11:00am**

**Date: 30<sup>th</sup> November 2023**

**Venue: Ruensveld East (Swellendam) Water Treatment Plant -34.076234, 20.245964**



**DOCUMENT CONTROL SHEET**

We, the undersigned, accept this document as a stable work product.

<b>ORIGINAL</b>	<b>Technical Specifications Prepared by</b>	<b>Technical Specifications Reviewed by</b>	<b>Technical Specifications Approved by</b>
Date:	Name	Name: <b>BSC Chairperson</b>	Name: <b>Dr. Phakamani Buthelezi</b>
	Signature:	Signature:	Signature:

<b>Distribution:</b>	<b><i>Potential Bidders</i></b>
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## THE TENDER

### PART T1: TENDERING PROCEDURES

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

Overberg Water Board invites tenders for appointment of contractor for supply, delivery, installation and commissioning of VARIABLE SPEED DRIVES at various plants of Overberg Water. The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the appointment of the contractor for supply, delivery, installation and commissioning of VARIABLE SPEED DRIVES at various plants of Overberg Water. It is estimated that the tenderer must have a CIDB contractor grading designation of 3EP or Higher
- Tenders from contractors registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, will not be accepted.
- Only tenderers that meet all the eligibility criteria under clause C.2.1 of the Tender Data will be considered.

Bid documents will be available on the e-tender website at [www.etenders.gov.za](http://www.etenders.gov.za), the i-tender website at [www.cidb.org.za](http://www.cidb.org.za) and OWB website at [www.overbergwater.co.za](http://www.overbergwater.co.za) from **22 November 2023 at 17:00pm**

The bids will be evaluated in three stages with stage one focusing on initial screening on Supply Chain Management (SCM) returnable requirements, stage two focusing on responsiveness to the functionality criteria and stage three focusing on price and B-BBEE as outlined in this bid document. Bidders who fail to meet the minimum requirements for each stage will not be considered further.

#### **THE CLOSING DATE AND TIME FOR RECEIPT OF TENDERS IS 13 December 2023 AT 12:00PM**

Only Tenders complying with the following requirements will be considered:

- i) The tender is for contractors who shall have a CIDB contractor rating as outlined above
- ii) Tenders sealed in envelopes conspicuously marked as follows:

**Tender Bid No RFP OW- 012/2023/24.**

**OVERBERG WATER BOARD**

**OWB Head Office Reception**

**Physical address: 1 Niblick Way, Ground Floor, Trident Park 3, Somerset West,  
7137**

**Bid Box is situated on Ground Floor, OWB Office at the above-mentioned address. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.**

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

**INVITATION TO BID**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER BOARD</b>					
BID NUMBER:	<b>RFP OW-012/2023/24.</b>	<b>CLOSING DATE:</b>	<b>13 December 2023</b>	<b>CLOSING TIME:</b>	<b>12:00PM</b>
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM OR AGREEMENT OF FORM OF OFFER AND ACCEPTANCE.</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *DEFF Head Office Reception*  
 Physical address: 1 Niblick Way, Ground Floor, Trident Park 3, Somerset West, 7137

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN <b>BASED</b> SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED		3. TOTAL BID PRICE	R
4. SIGNATURE OF BIDDER	.....	5. DATE	
6. CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Overberg Water Board	CONTACT PERSON	Mr A Lotz
CONTACT PERSON	Mr Edward Nwamafela	TELEPHONE NUMBER	084 547 7500
TELEPHONE NUMBER	021 851 2155	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	alotz@overbergwater.co.za
E-MAIL ADDRESS	enwamafela@overbergwater.co.za		

## 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)
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

#### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
- 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |                          |     |                          |    |
|--|--------------------------|-----|--------------------------|----|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> | YES | <input type="checkbox"/> | 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 ABOVE.**

3.6.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**



SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**IMPORTANT NOTICE**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open, 5 days a week, Monday to Friday, between 08h00 – 17h00.

The bid box is located in Overberg Water Board  
OWB Head Office Reception  
Physical address:  
1 Niblick Way, Ground Floor, Trident Park 3, Somerset West, 7137

All bids must be submitted on the official forms – (not to be re-typed)

All bidders must sign a reception tender register when submitting their tender documents

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC) for Construction Works and any other special conditions of contract specified by OWB.

**TECHNICAL AND SCM RELATED ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact. All the queries must be in writing and be submitted on time as per clause C.3.1. Below are the employer’s representative;

**Name:** Mr Edward Nwamafela - SCM  
**Office Telephone No.:** (021) 851 2155  
**E-mail:** [enwamafela@overbergwater.co.za](mailto:enwamafela@overbergwater.co.za)

**Name:** Mr Anthony Lotz -Technical  
**Office Telephone No.:** 084 547 7500  
**E-mail:** [alotz@overbergwater.co.za](mailto:alotz@overbergwater.co.za)

## T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).</p> <p>The standard conditions of tender for procurements make 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 standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>Overberg Water Board</b>
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Construction guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions C2.2 – Bill of Quantities</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works C3.2 – Construction C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Edward Nwamafela (SCM Representative)</p> <p>Address: <b>OWB Head Office Reception</b> <b>1 Niblick Way, Ground Floor, Trident Park, Somerset West, 7137</b></p>

	<p>E-mail: <a href="mailto:enwamafela@overbergwater.co.za">enwamafela@overbergwater.co.za</a></p> <p><b>Name:</b> Mr Anthony Lotz -Technical  <b>Office Telephone No.:</b> 084 547 7500  <b>E-mail:</b> <a href="mailto:alotz@overbergwater.co.za">alotz@overbergwater.co.za</a></p>
C.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<b>Procurement procedures</b>
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	<b>Competitive negotiation procedure</b>
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.2	<b>Tenderer's obligations</b>																					
C.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, 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, as per amended notice no. 357 of 2019, for a SQ class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. <b>Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</b></p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="330 1312 1492 1839"> <thead> <tr> <th data-bbox="330 1312 588 1373">Category of tender</th> <th data-bbox="588 1312 1099 1373">Upper limits per CIDB Regulation 17</th> <th data-bbox="1099 1312 1492 1373">Employer's allowable margins</th> </tr> </thead> <tbody> <tr> <td data-bbox="330 1373 588 1429">EP 1</td> <td data-bbox="588 1373 1099 1429">R0.5 m</td> <td data-bbox="1099 1373 1492 1839" rowspan="8">The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td> </tr> <tr> <td data-bbox="330 1429 588 1485">EP 2</td> <td data-bbox="588 1429 1099 1485">R1.0 m</td> </tr> <tr> <td data-bbox="330 1485 588 1541">EP 3</td> <td data-bbox="588 1485 1099 1541">R3.0 m</td> </tr> <tr> <td data-bbox="330 1541 588 1597">EP 4</td> <td data-bbox="588 1541 1099 1597">R6.0 m</td> </tr> <tr> <td data-bbox="330 1597 588 1653">EP 5</td> <td data-bbox="588 1597 1099 1653">R10.0 m</td> </tr> <tr> <td data-bbox="330 1653 588 1709">EP 6</td> <td data-bbox="588 1653 1099 1709">R20.0 m</td> </tr> <tr> <td data-bbox="330 1709 588 1765">EP 7</td> <td data-bbox="588 1709 1099 1765">R60.0 m</td> </tr> <tr> <td data-bbox="330 1765 588 1839">EP 8</td> <td data-bbox="588 1765 1099 1839">R200.0 m</td> </tr> </tbody> </table>		Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins	EP 1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	EP 2	R1.0 m	EP 3	R3.0 m	EP 4	R6.0 m	EP 5	R10.0 m	EP 6	R20.0 m	EP 7	R60.0 m	EP 8	R200.0 m
Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins																				
EP 1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted																				
EP 2	R1.0 m																					
EP 3	R3.0 m																					
EP 4	R6.0 m																					
EP 5	R10.0 m																					
EP 6	R20.0 m																					
EP 7	R60.0 m																					
EP 8	R200.0 m																					
	<p>Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading</p>																					

	designation determined in accordance with the sum tendered for a ME/EB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.
C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: (a) Availability of resources (b) Previous experience on contracts of a similar value and nature
C.2.2	<b>Cost of Tendering</b>
C.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	<b>Confidentiality and copyright of documents</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	<b>Acknowledge addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	<b>Clarification meeting</b> A compulsory briefing session is scheduled for Thursday at 11:00am on the 30 <sup>th</sup> December 2023 at Overberg Water Rûensveld-East scheme Venue: Ruensveld East (Swellendam) Water Treatment Plant -34.076234, 20.245964
C.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least four (4) working days before the closing time stated in the tender data. All the request for clarification must be addressed to the employer's representative in writing.
C.2.9	<b>Insurance</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10	<b>Pricing the tender offer</b>
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
C.2.11	<b>Alterations to documents</b>

	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	<b>Alternative tender offers</b> No alternative tender offers will be considered
C.2.13	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original tender offer as separate packages marking the packages as " <b>ORIGINAL</b> ". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	<p>Bidders are requested to deliver the submission in two envelopes. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Title to appear on envelope one(1):</b></p> <p>1. <b>CONTRACT NO RFP OW- 012/2023/24.</b></p> <p><b>Supply, deliver, installation and commissioning of VARIABLE SPEED DRIVES at various plants of Overberg Water</b></p> <p>This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed, <b>the pricing schedules (schedule of quantities)</b>.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.</p> <p>Location of tender box: Ground Floor of the Overberg Water Board</p> <p>Physical address: Location of tender box: OWB Head Office Reception</p> <p>Physical address: 1 Niblick Way, Ground Floor, Trdient Park 3, Somerset West, 71 37</p> <p>Identification details: TENDER BOX</p>
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	<b>Closing time</b> The closing time for submission of tender offers is <b>13 December 2023 at 12:00PM</b> The <b>Overberg Water Board</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is <b>120 days</b> from the closing date.
C.2.17	<b>Clarification of tender offer after submission</b> Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	<b>Inspections, tests and analysis</b> Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	<b>Submit securities, bonds and policies</b> If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.
<b>Add</b> the following new clause C2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
<b>Add</b> the following new clause	Prohibitions on awards to persons in service of the state

C2.25	<p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<b>C.3</b>	<b>The employer's undertakings</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to four (4) working days before the tender closing time. <b>The request for clarification and queries must reach me send to the SCM Representative by close of business Thursday , 04<sup>th</sup> of December 2023 at 17H00</b></p>
C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until <b>Tuesday, 05<sup>th</sup> of December 2022</b>, if there is any.</p>
C.3.5	<p>The time and location for opening of the tender offers are: The (BRR) Bid Received Register will be published on the website within 10 days of closing.</p>
C.3.9	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ol style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ol style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ol> </li> </ol>



C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules 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.</li> <li>c) 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 tenderer'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.</li> </ul> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>																								
C.3.11	<p><b>Functionality, Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 3 stages.</p>																								
	<p><b>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</b></p> <p>During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table border="1" data-bbox="371 1357 1437 2016"> <thead> <tr> <th>Item No.</th> <th>Administrative Requirements</th> <th>Check/Compliance</th> <th>Non-submission shall result in disqualification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Master Bid Document</td> <td>provided and bound</td> <td>*YES</td> </tr> <tr> <td>2</td> <td>1 Copy of Bid Document</td> <td>provided and bound</td> <td>**NO</td> </tr> <tr> <td>3</td> <td>Electronic copy (USB/DISK)</td> <td>Provided and similar to Master Bid Document</td> <td>**NO</td> </tr> <tr> <td>4</td> <td>Technical Brochures (Compulsory)</td> <td>The supplier must submit the technical brochures of all the VSD to be supplied.</td> <td><b>Yes</b></td> </tr> <tr> <td>5</td> <td>Wireman's License</td> <td>Valid Wireman's License</td> <td><b>Yes</b></td> </tr> </tbody> </table>	Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification	1	Master Bid Document	provided and bound	*YES	2	1 Copy of Bid Document	provided and bound	**NO	3	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	**NO	4	Technical Brochures (Compulsory)	The supplier must submit the technical brochures of all the VSD to be supplied.	<b>Yes</b>	5	Wireman's License	Valid Wireman's License	<b>Yes</b>
Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification																						
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3	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	**NO																						
4	Technical Brochures (Compulsory)	The supplier must submit the technical brochures of all the VSD to be supplied.	<b>Yes</b>																						
5	Wireman's License	Valid Wireman's License	<b>Yes</b>																						

Included in the Bid Document			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES

	6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
	7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES
	8	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES
	9	COIDA Certificate or Compensation Insurer: Federated Employers' Mutual Assurance Company Limited.	Submit a Valid COIDA certificate or A valid Letter of Good Standing must be handed in with the tender in this regard	*YES
	10	It is estimated that tenderers must have a cidb contractor grading designation of a minimum of 3EP or higher.	Valid CIDB certificate	*YES
	11	To be considered for appointment in terms of this tender, tenderers must have a workshop in the Western Cape through which all communication with the Water Board will flow.	Proof of address/Municipal Account/Lease agreement	*NO
	12	BBBEE Certificate	Sworn affidavit / SANAS BEE Certificate	*YES
	<p>*YES – OWB reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Mandatory Requirements (Phase 2)</p> <p>**NO – OWB reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.</p>			
	<p><b>Stage 2: Mandatory Requirements</b></p> <p>The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.</p>			

	Criteria	Yes/No	
	Main contractor must have a CIDB contractor grading designation of 3EP or higher		

# SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER

## Stage 3: Functional Evaluation

The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Team Capability and Project Methodology will be evaluated.

Bidders who fail to obtain a minimum 65 out of 100 for functionality under stage 3 will not be considered further.

OWB shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment **WILL BE SCORED ZERO**. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by OWB, shall be completely ignored, and scored zero, where points allocation is required. When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall **be rejected by scoring minimum points**.

- i) To qualify for maximum points, the contractor must have successfully completed related projects of *at least five (5) supply, deliver, install, and commission VARIABLE SPEED DRIVES* (1 project gets 1, 2 projects get 2, 3 projects get 3, 4 projects get 4, 5 or more projects get 5)
- ii) Project Manager must have contactable reference indicating the number of years' experience pumps and motor installations. The bidder must provide a CV outlying his/her experience in similar projects. The number of experiences will be counted from the first successfully completed supply, deliver, install, and commission VARIABLE SPEED DRIVES.
- iii) Electrical Engineer must have contactable reference indicating the number of years' experience in VSD installations. The bidder must provide a CV outlying his/her experience in similar projects. The number of experiences will be counted from the first successfully completed supply, deliver, install, and commission VARIABLE SPEED DRIVES.

## Functional Evaluation Criterion Summary

The maximum points allocation per criterion is summarized in the following table:

CRITERION	POINTS
Company Experience	35
Project Manager Experience	35
Electrical Engineer Experience	30
<b>TOTAL POINTS</b>	<b>100</b>

Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.

#### EVALUATION MATRIX

Bidder's Company Experience, Current Resources and Current Expertise will be evaluated as per the matrix below.

**1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent**

The following values/ indicators will be applicable when evaluating functionality:

Technical Functionality Requirements				
No.	CRITERIA	Rating (1-5)	Weight Criterion	Individual Scoring
1	<b>Project Manager years of experience</b>		35	
	The working experience of the Project Manger directly involved with the installation and commissioning of VARIABLE SPEED DRIVES. Substantial Evidence: The Bidder must provide a CV of the Project Manager with contactable references indicating the number of years' experience in installation and commissioning of VARIABLE SPEED DRIVES. The number of years of experience will be counted from the first positive completion of VARIABLE SPEED DRIVES installation			
	1 Year	1		
	2 Years	2		
	3 Years	3		
	4 Years	4		
5 Years and more	5			
2	<b>Company Experience</b>		35	
	Substantial Evidence: The Bidder must submit reference letters on a client letterhead which indicate the start and end date of the project where VARIABLE SPEED DRIVES installation was completed			
	1 reference letter	1		
	2 reference letters	2		
	3 reference letters	3		
	4 reference letters	4		
5 reference letters	5			
3	<b>Electrical Engineer Experience</b>	5		
	The work experience of the Electrical Engineer directly involved with the installation and commissioning of VARIABLE SPEED DRIVES. Substantial Evidence: The Bidder must provide a CV of the Electrical Engineer with contactable references indicating the number of years' experience in installation and			

	commissioning of VARIABLE SPEED DRIVES. The number of years of experience will be counted from the first positive completion of VARIABLE SPEED DRIVES installation		<b>30</b>	
	1 Year			
	2 Years	1		
	3 Years	2		
	4 years	3		
	5 Years and more	4		





**Stage 4: Price and B-BBEE**

The procedure for the evaluation of responsive tenders is Method 2 where the tender is evaluated in terms of price and preferences. The score for the financial offer will be calculated using Formula 2 (option 1) of SANS294. The 80/20 Preference points system will be used, with a maximum of 80 is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration  
 P<sub>t</sub> = Price of bid under consideration  
 P<sub>min</sub> = Price of lowest acceptable bid

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

C.3.13.1

Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in the Register of Bid 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;
- c) the bidder has not:
  - i. abused the Employer's Supply Chain Management System; or
  - ii. failed to perform on any previous contract and has been given a written notice to this effect.
- d) Has completed the Compulsory Enterprise Questionnaire, SBD 4, 6.1, 7.1 and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process

Has submitted the documentation listed in T2.21 and T2.22

C.3.18

**The number of paper copies of the signed contract to be provided by the employer is ONE.**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

*The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs. **Failure to supply the documents listed below will result in disqualification.***

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)		YES	NO
1	Tax Compliance (Provide PIN)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Proof of valid registration with CIDB	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**T2.2 RETURNABLE SCHEDULES**

Insert all the Forms required and re-number them

**FORM A: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE**

1. Bidders must submit Vendor Number Registration with Central Supplier Database
2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

**ENTITY NAME** .....

**VENDOR NUMBER  
REGISTRATION (CSD-MAA..)** .....

**NAME** .....

**SIGNATURE OF  
BIDDER** .....

**DATE** .....

**CAPACITY UNDER WHICH  
BID IS SIGNED** .....

**FORM B: TAX COMPLIANCE**

**CONDITIONS PERTAINING TO TAX**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.
2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the OWB to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN may result in the bid being disqualified.
5. The bidder provides the employer or his representative the permission to access their tax compliance via the eFiling.

<b>Full name of bidder:</b>	<b>Electronic Tax Compliance Status System PIN No:</b>

NAME: .....

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH BID IS SIGNED.....

## BIDDER'S DISCLOSURE (SBD 4)

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

---

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

---

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

# RETURNABLE SCHEDULE 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

**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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>BEE POINTS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

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 regarding 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:

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad \qquad 90/10$$

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or} \qquad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 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:

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad \qquad 90/10$$

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or} \qquad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$



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.)***

**Regarding paragraph 4.2(a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/20)</b>	<b>Number of Points for Preference (90/10)</b>
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Regarding paragraph 4.2(b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:**

*A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act. may only score in terms of the 80/90-point formula for price; and scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.*

Specific Goal	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
100% Women Groupowned	5	2.5
100% Black DesignatedGroup owned	3	1.5
Within the boundaries of the Western Cape	2	1

**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 authorized 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b> .....
<b>DATE:</b> .....
<b>ADDRESS:</b> .....
.....
.....
.....

**FORM D: PROOF OF REGISTRATION WITH CIDB**

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

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.

Person authorized to sign the bid:

Full name (in BLOCK letters):

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

---

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

**FORM F: OHS ACT DECLARATION AND SUBMISSION**

The Bidder declares him/herself/herself to be conversant with the following:

1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
  - i) Section 8: General duties of Employers to their employees
  - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
  - iii) Section 13: Duty to Inform
  - iv) Section 37: Acts or omissions by employees or mandatories
  - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		



**FORM G: COID CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR**

The Bidder must submit valid ***COID CERTIFICATE FROM DEPARTMENT OF LABOUR.***

**The Bidder hereby certifies that the COID CERTIFICATE as required by the Bid, has been submitted and is attached after this page**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

***ATTACH AFTER THIS PAGE***

## FORM H: SCHEDULE OF BIDDER'S EXPERIENCE IN MAINTENANCE PROJECTS

OWB shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by OWB, shall be completely ignored, and scored zero, wherepoints allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

- i)* In order to qualify for maximum points, the bidder's must have completed construction of ***more than five (5) installation projects***
- ii)* Main contractor must have a CIDB contractor grading designation of **3EP or higher**.

**FORM I: COMPLETED PROJECTS (to be completed for each individual project)**

<b>Name of Bidder</b>	
<b>PROJECT No. 1</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months and year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

<b>Name of Bidder</b>	
<b>PROJECT No. 2</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months and year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

<b>Name of Bidder</b>	
<b>PROJECT No. 3</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months and year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

<b>Name of Bidder</b>	
<b>PROJECT No. 4</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months and year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

<b>Name of Bidder</b>	
<b>PROJECT No. 5</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months and year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

**PART C1: AGREEMENT 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 procurement of **RFP OW-012/2023/24: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

Rand. ....

..... (in words);

R .....(in figures)

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name and .....

address of organization/) .....

.....

Name and signature of witness ..... Date .....



**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- 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 as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....  
for the  
Employer

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

Name and .....

signature

of witness .....

Date .....

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject .....  
Details .....

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

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

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**CONFIRMATION OF RECEIPT**

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... [day]

of.....[month]

20.....[year]

at..... [place]

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

## C1.2 CONTRACT DATA

<b>PROJECT TITLE:</b>	<b>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER</b>
<b>CONTRACT NO:</b>	<b>RFP OW- 012/2023/24.</b>
<b>C.1.2 Contract Data</b>	
<p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p>	
<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1.1.13	<p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is 12 <b>months</b>, measured from the date of the Certificate of Completion and Commission</p>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p><b>The time for achieving Practical Completion is 4 months after the Commencement Date</b></p>
1.1.1.15	The name of the Employer is Overberg Water Board, represented by Mr. Edward Nwamafela and/or such persons or person duly authorised to be the Employer in writing.
1.1.1.26	The Pricing Strategy is a bill of quantities
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p><b>Delivery Address:</b>  <b>Attention:</b> Senior Manager: Supply Chain Management  <b>Overberg Water Board</b>  <b>1 Niblick Way</b>  <b>Ground Floor, Trident Park 3</b>  <b>Somerset West</b>  <b>7137</b></p>
2.4.1	<p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015)</li> <li>• Scope of Work</li> </ul>

	<ul style="list-style-type: none"> <li>• SANS 1200 Standardised Specifications</li> <li>• Site Information</li> <li>• Construction drawings</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul>
3.1.3	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>9. Clause 10.1.5 The giving of a ruling on a Contractor's claim</li> </ol>
4.3.3	<p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ol style="list-style-type: none"> <li>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</li> <li>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</li> <li>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</li> <li>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</li> <li>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</li> </ol>

5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (Refer to Clause 4.3)</li> <li>b) Initial programme (Refer to Clause 5.6)</li> <li>c) Security (Refer to Clause 6.2)</li> <li>d) Insurance (Refer to Clause 8.6)</li> <li>e) Cash flow projection</li> </ul>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b>.</p>
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> </ul>
5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p>

5.13.1	<p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p>
5.16.3	<p><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is one (1) year.</p>
6.2.1	<p><b>Clause 6.2: Security</b></p> <p>The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Practical Completion.</p>
6.8.2	<p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment is not applicable in this contract.</p>
6.8.3	<p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>
6.10.1.5	<p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>
6.10.3	<p><b>Clause 6.10.3: Retention Money</b></p> <p>The limit on retention is: 10% of the Contract Price.</p>
6.10.4	<p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.2	<p><b>Clause 8.6.1.1.2: Insurance</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>
8.6.1.1.3	<p><b>Clause 8.6.1.1.3: Insurance</b></p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.</p>



8.6.1.3	<p><b>Clause 8.6.1.3: Insurance</b></p> <p>The limit of indemnity for liability insurance is R 1 million for any single claim – the number of claims to be unlimited during the construction.</p>
8.6.1.5	<p><b>Clause 8.6.1.5: Additional Insurance</b></p> <p>Additional Insurance is required for the following:</p> <p>a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p>
9.2.1.3.8	The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	<p><b>Clause 10: Dispute Resolution</b></p> <p>“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”</p>
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).
11	<p><b>Clause 12: Confidentiality</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p>
12	<p><b>Clause 13: Amendments in writing</b></p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</p>

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

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

Clause	Data						
1.1.1.9	The name of the Contractor is: .....						
1.2.1.2	The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....						
6.2.1	The security to be provided by the Contractor shall be one of the following:						
	<table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td></td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's choice Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
	Type of Security	Contractor's choice Indicate "Yes" or "No"					
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
6.5.1.2.3	The percentage allowance to cover overhead charges is.....%.						

**C1.3 CONSTRUCTION GUARANTEE**

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address:

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means:

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words:

"Expire Date" means:

## CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date .....

Guarantor's signatory: (1) .....

Capacity .....

Guarantor's signatory: (2) .....

## PART C2: PRICING DATA AND BILL OF QUANTITIES

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C2.1 Pricing Instructions	58
C2.2 Bill Of Quantities	59

### C2.1 PRICING INSTRUCTIONS

- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
  - It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
  - 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 amount tendered for such items.
  - An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
  - The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
  - Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
9. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

## C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT COSTS	AMOUNT (EXL. VAT)
<b>PURCHASE AND INSTALLATION: JANUARY 2024 – JUNE 2024</b>				
1	Complete 355 kW drive including cables and accessories	2		
2	Complete 110 kW drive including cables and accessories	1		
3	Labour, installation, and commissioning	3		
4	Certificate of Compliance	3		
<b>PURCHASE AND INSTALLATION: JANUARY 2024 – JUNE 2024</b>				
5	Complete 37 kW Drive including cables and accessories	1		
6	Complete 55 kW Drive including cables and accessories	1		
7	Labour, installation, and commissioning	2		
8	Certificate of Compliance	2		
9	<b>Sub-Total A</b>			R
10	<b>Contingency at 10%</b>			R
11	<b>Sub-total A + contingency</b>			R
12	<b>VAT-15 %</b>			R
13	<b>TOTAL</b>			R

SIGNED ON BEHALF OF THE TENDERER

\_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_

## PART C3: SCOPE OF WORK

### C3.1 DESCRIPTION OF THE WORKS

#### RFP OW-012/2023/24: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIABLE SPEED DRIVES FOR VARIOUS PLANTS OF OVERBERG WATER

#### Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

1. Background
2. Scope of Work
3. Standardised Specifications

#### 1. BACKGROUND

The Overberg Water Board was established in 1993 with the amalgamation of Duivenhoks and Ruensveld water boards. The Overberg Water Board is one of the national water public entities under the Department of Water and Sanitation (DWS). It exists to complement the work of the department and primarily supports the Minister as the shareholder. It is a water board providing bulk water services in terms of the Water Services Act 108 of 1997 and is subjected to a number of applicable laws such as the Constitution, the National Water Act 36 of 1998, Public Finance Management Act 1 of 1999. Overberg Water discharges its services by placing its customers ahead of the delivery menu. It has a long history of service delivery and placing customers in the forefront since its inception. Overberg Water has been a pillar of hope to its customers in terms of the quality of drinking water. The Head Office of OW is situated in Somerset West which is approximately 40 km from the Cape Town CBD and 30 km from Cape Town International Airport. It also has three water schemes functioning as satellite offices and these are Rûensveld West, Caledon; Rûensveld East Swellendam and Duivenhoks in Heidelberg.

The Overberg Water's area of jurisdiction is the south-western Cape in the west to the Heildeberg/ Riversdale districts in the east and bounded by the Langeberg Mountains in the north and by the Indian Ocean in the south. Its area includes the following towns: Caledon, Napier, Bredasdorp, Riviersonderend, Swellendam, Heildeberg, Riversdale and a number of other smaller areas. It is situated in one of the water management areas, namely, the Breede-Gouritz Water Management Area (BGCMA) which measures approximately 72 000 square kilometres. The BGCMA is the sole water resource authority in the catchment. The BGCMA "gives effect to its function to investigate and advise water users on the protection, conservation, management and control of water resources in a cooperative manner" (BGCMA, 2015).



## **2. PURPOSE**

The primary function of Overberg Water is mainly the provision of bulk drinking water to its customers. Viewing the location of OW schemes within the BGCMA area of jurisdiction naturally creates a symbiotic relation with the BGCMA in managing the water use.

## **3. VISION**

To become the leading regional water utility providing sustainable and competitive water and sanitation services for the region

## **4. MISSION**

To supply and maintain reliable, affordable and good quality water and sanitation services for the region.

### **C3.1 DESCRIPTION OF THE WORKS**

#### **EMPLOYER'S OBJECTIVES**

The Overberg Water Board (OWB) is responsible for the development, operations, maintenance and rehabilitation of Water treatment resources infrastructure assets. It distributes bulk (treated) water in terms of the National Water Act (NO. 36 of 1998) to its clients.

#### **OVERVIEW OF THE WORKS**

The prospective Contractors will be expected to be capable of successfully constructing and carry out refurbishment, servicing & maintenance works to infrastructure assets comprising of inter alia dams, tunnels, pipelines, hydro-mechanical equipment, canals, pump stations, pumps and motors, telemetry outstations, Water Treatment Plants (WTP's), rain water harvesting infrastructure, buildings and associated infrastructure that is positioned across the Western Cape Province.

#### **PROJECT SPECIFICATIONS/SCOPE OF WORK**

Overberg Water Board is in the process of replacing aged VARIABLE SPEED DRIVES on various plants to ensure constant water supply to its customers. Various VARIABLE SPEED DRIVES were identified to be replaced on the three plants of Overberg as per specifications below. Scope of work includes the supply, delivery, installation, commissioning, and issue of COC on all these equipment as specified.

Specifications for VARIABLE SPEED DRIVES:

- a) 1 x Nidec Unidrive M400 (110kW) OR Equivalent
- b) 1 x Nidec Unidrive M400 (55kW) OR Equivalent
- c) 2 x Yaskawa GA700 415VAC (355.0kW ND) OR Equivalent
- d) 1 x Yaskawa GA 700 series (37Kw) OR Equivalent

The submission of detailed technical brochures of the VARIABLE SPEED DRIVES **MUST** be included for each

a) Unidrive M400 (110 kW) OR Equivalent – Duivenhoks – Heidelberg Plant

Manufacturer:	Emerson
Series:	Unidrive M400
Model:	M400-094 02240A
Application:	general purpose
Capacity, kW:	110
Current, A:	224
Main power supply, V:	380-480
Phase:	3
Output frequency, Hz:	0-550
Enclosure:	IP 20
Overload capacity, % per 1 min.:	150
EMC filter:	Optional external EMC filters
Analog input:	2
Digital input:	5(+2)
Analog output:	2
Digital output:	2
Relay output:	1
RS485 (Modbus RTU):	+
PID:	-
V/f control mode:	+
Vector control with feedback:	-
Sensorless vector control:	-
Operation temperature, °C:	-20.....+40
Storage temperature, °C:	-40.....+60
Dimensions (W x H x D), mm:	310x1049x290
Weight, kg:	66,5

b) Unidrive M400 (55 kW) OR Equivalent – Duivenhoks – Heidelberg Plant @ Reservoir 8

Manufacturer:	Emerson
Series:	Unidrive M400
Model:	M400-092 02190A
Application:	general purpose
Capacity, kW:	55
Current, A:	219
Main power supply, V:	200-240
Phase:	3
Output frequency, Hz:	0-550

Enclosure:	IP 20
Overload capacity, % per 1 min.:	150
EMC filter:	Optional external EMC filters
Analog input:	2
Digital input:	5(+2)
Analog output:	2
Digital output:	2
Relay output:	1
RS485 (Modbus RTU):	+
PID:	-
V/f control mode:	+
Vector control with feedback:	-
Sensorless vector control:	-
Operation temperature, °C:	-20.....+40
Storage temperature, °C:	-40.....+60
Dimensions (W x H x D), mm:	310x1049x290
Weight, kg:	66,5

c) 315kW Yaskawa GA700 415VAC (355.0kW ND) OR Equivalent – Rûensveld-East – Swellendam

Manufacturer:	Yaskawa
Series:	GA700
Model:	CIPR-GA70C4675BA
Application:	general purpose
Capacity, kW:	355
Current, A:	675
Main power supply, V:	380-480
Phase:	3
Output frequency, Hz:	0-590
Enclosure:	IP20
Overload capacity, % per 1 min.:	110
EMC filter:	Built-in C3 EMC filter
Analog input:	3
Digital input:	8
Analog output:	2
Digital output:	4
Relay output:	-
RS485 (Modbus RTU):	RS485 (MEMOBUS/Modbus)
Starting torque:	150% / 3 Hz
PID:	+

V/f control mode:	+
Operation temperature, °C:	-10.....+50
Storage temperature, °C:	-20.....+70
Dimensions (W x H x D), mm:	510x1140x480
Weight, kg:	175

d) Yaskawa GA70C2169BA 3 phase 200-240V 37kW 145A OR Equivalent- Rûensveld-East- Swellendam

manufacturer:	Yaskawa
Series:	GA700
Model:	CIPR-GA70C2169BA
Application:	general purpose
Capacity, kW:	37
Current, A:	145
Main power supply, V:	200-240
Phase:	3
Output frequency, Hz:	0-590
Enclosure:	IP20
Overload capacity, % per 1 min.:	150
EMC filter:	Built-in C3 EMC filter
Braking unit:	+
Analog input:	3
Digital input:	8
Analog output:	2
Digital output:	4
Relay output:	-
RS485 (Modbus RTU):	RS485 (MEMOBUS/Modbus)
Starting torque:	150% / 3 Hz
PID:	+
V/f control mode:	+
Operation temperature, °C:	-10.....+50
Storage temperature, °C:	-20.....+70
Dimensions (W x H x D), mm:	264x543x335
Weight, kg:	40

**PART C4: SITE INFORMATION C4.1**

**LOCATION FOR THE WORKS**

The project is located at the following Overberg Water Board offices, the Successful bidder will be required to perform work in the following operational areas.

WTW	Nearest Town	Coordinates
Duivenhoks WTP	Heidelberg	34°03'33.34"S 20°57'31.83"E
Rûensveld-East WTP	Swellendam	34.076628"S, 20.245700"E

Rûensveld-West WTP	Caledon	34.095319S, 19.314672E
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### **Working Hours**

Normal office working hours are from 07h30 – 16h00 from Mondays to Friday.

### **Material**

The Contractor shall, in his risk assessment, take into account storage, use and application of the following building materials and substances which are potentially dangerous and hazardous

- Cement
- Lime and other stabilizing agents
- Timber preservatives

The above is not necessarily a complete list of materials to be used and the materials to be used on site must included in the Safety file by the contractor. In all cases the precautionary measure and handling of the manufacturers and suppliers shall be adhered to. All new parts installed shall carry a guarantee of a minimum period of twelve (12) months from date of installation. Parts must comply with the SABS standards and must be installed to manufacturer's specifications.

## **2. SERVICE PROVIDER REGISTRATION**

The Service Provider must be registered in the name of the Enterprise with the: \_\_\_\_\_

- Construction Industry Development Board (CIDB).
- Department of Labour for Compensation for Occupational Injury and Diseases Act (COIDA). A valid Letter of Good Standing must be handed in with the tender in this regard.

**OR**

- Compensation Insurer: Federated Employers' Mutual Assurance Company Limited. A valid Letter of Good Standing must be handed in with the tender in this regard.

Failure to provide proof will lead to disqualification.

### **3. EQUIPMENT, MATERIAL AND CONSUMABLES**

All necessary human resources capacity, equipment and material for the successful execution of the above is to be provided by the Service Provider:

- Adequate stock of all consumables required for the proper execution of the work.
- Tools and testing equipment.
- Lifting equipment/Scaffolding.
- Core drilling equipment.
- Appropriate transport for all deployed teams and equipment.
- Access to specialized equipment.

Restrictions on how the Service Provider provides the service is listed below, but not limited to the following:

- The Service Provider will strictly control all his staff that is deployed on site.
- The Service Provider is to strictly control all its working activities on site.
- All sub-contractors used by the Service Provider must be approved by the Overberg Water Board and will be subject to any vetting process as may be required.
- Service Provider to provide Compliance Certificates on the completion of work where required.
- All variations in respect of scope of work must be requested in writing from the Water Board.
- Should the Water Board require a programme showing the key activities for any requested work, it should illustrate the following:
  - The start and finish dates for each of the activities, and
  - The order and timing of activities which the Service Provider plans to provide the Overberg Water Board with.

### **4. APPLICABLE KEY PERFORMANCE INDICATORS (KPIs)**

- Work/ services rendered within time frames specified.
- Work/ services rendered within financial framework specified.
- Acceptable standard and quality of work delivered.

### **5. REPORTING LINES**

The successful Service Provider will perform its services under control and management of the manager of the relevant department. No instructions are to be taken from any other employee from the Overberg Water Board other than the appointed manager.

### **6. OFFICE**

To be considered for appointment in terms of this tender, tenderers must have an office through which all communication with the Water Board will flow. The address of the office must be indicated on the returnable schedules, and which will be regarded as the domicilium citandi et executandi for any contract arising from this tender submission. All the work in terms of this tender will be carried out within the Western Cape Province.

### **7. RISKS**

In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Water Board the progress of work, or the quality thereof is not satisfactory, the

Water Board shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected.

Penalties for late completion will be R 500.00 per calendar day.

Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Water Board, and with the minimum disruption of essential services.

**Special note:**

Where the Water Board is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Service Provider.

**8. REMUNERATION**

This is a fixed-price tender, not subject to escalation. The tenderer must allow in his tender for any cost increases that may arise during the full contract term.

- No payments will be made in advance.
- No payments will be made for material on site.
- Any fees for remuneration are to be inclusive of Value Added Tax where applicable.

Payment for services rendered is payable within 30 days on receipt of invoice issued deliverables.

**9. TENDER EVALUATION**

This is a lump-sum tender. A fully completed and priced document must be submitted at RFP closing.

**10. APPOINTMENT TERMS**

Tenderers shall only complete the Pricing Schedule

The appointment of the successful Service Provider will be for 4 -months contract period

**11. GENERAL**

12.1 This contract will be a "Direct Contract" between Overberg Water Board and the Service Provider. The Service Provider will enter an agreement with the Overberg Water Board.

12.2 The Conditions of Tender applicable to this contract will be the latest applicable "General Conditions of Contract for Construction Works" as issued by the South African Institution of Civil Engineering.

12.3 The successful Service Provider shall within ten (10) working days after appointment provide proof of the following Insurances being in place.

- 12.3.1 Public Liability
- 12.3.2 Employers' common law liability, plant, tools, equipment and other temporary structures.
- 12.3.3 Motor Vehicle Liability.

The Service Provider will not be allowed to start any work without the above Insurances being in place.

12.4 The successful Service Provider must submit a Health and Safety Plan within ten (10) working days from officially being awarded the tender. The Service Provider will not be allowed on site prior to the Health and Safety Plan being approved.(where applicable)

12.5 All employees of the Service Provider shall be required to wear easy identifiable clothing with the Service Provider's name on the rear of all clothing/overall. No dirty or untidy clothing/overalls are to be worn on site. All workers shall be confined to the immediate area of operation.

- 12.6 The offices, depots, sites etc. will be fully operational during the execution of the work. The working area as well as the surrounding area must always be kept clean. Rubble must be removed at regular intervals. Noise and dust levels must be reduced to an absolute minimum
- 12.7 As and when required, prior to the commencement of any work, the Service Provider shall inspect the site with a representative of this Water Board to acquaint him/her with the actual site conditions as the Service Provider shall be held liable for any damage caused by their activities.
- 12.8 All known services will be pointed out by the Client when work commence. The Service Provider shall take all measures available to him in order not to disrupt services by damaging existing services during the working operations. All damages to existing services will be for his account.
- 12.9 The Service Provider shall indemnify the Water Board against any claims of whatever nature that may arise. Those include legal costs by any person including the Service Provider originating from or because of the work or because of the negligence of the Service Provider in the execution of the work.
- 12.10 Fresh water for drinking purposes will be available from existing water points free of charge. Wasting of water will not be allowed.
- 12.11 Electricity for the works will be available free of charge. The contractor must supply his/her own electrical extension leads, etc.
- 12.12 It will be the Service Provider's responsible to comply with the National Bargaining Council for the Civil Industry of SA Rules and Regulations.
- 12.13 The successful supplier shall under no circumstance interrupt the operation of the Scheme/plant as a result of his/her activities in, or around the Scheme

**Materials:**

All labour, tools, vehicles and other equipment required must be strictly be provided by the contractor

**NB: All materials to be sourced must be strictly SABS approved.**

**C3.2.1 Coordination of the Works**

The Contractor shall take note that the Treatment Works is in operation. Therefore the works should be coordinated in such a way that there are no breakdowns at the end of each shift.

**C3.2.2 Programme**

The Contractor is to note that the work should be completed within a 4 months period of appointment.

**C3.2.3 People Restrictions on Site, Hours of Work, Conduct and Records**

The working hours shall be in accordance with the requirements of the Department of Labour and as agreed with the Employer. Relevant documentation and information shall be provided to the Employer on a regular basis.

The Contractor shall keep daily records of people engaged on the Site and working areas, including all subcontractors and suppliers. The Employer shall be given unencumbered access to such daily records at all reasonable times.



#### **C3.2.4 Title to Materials from demolition and excavation**

The Contractor shall have no title to materials from any excavation or demolition. Where such materials become available for spoiling, the Operations Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer.

#### **C3.2.5 Plant and Materials provided by the Employer**

The Overberg Water Board will not provide equipment (new or replacement) for installation purposes by the Contractor. No Plant will be provided by the Overberg Water Board

#### **C3.2.6 Site Records**

The Contractor shall keep daily records of all construction activities, including records of manpower and equipment on Site. Copies of these records shall be forwarded to the Operations Manager on agreed timelines.

Regular progress reports shall also be submitted to the Employer as per the agreed timelines.

#### **C3.2.7 Facilities for Contractor:**

##### **i. Access**

The Site will be made available to the Contractor for the duration of the works. The Employer will not provide any security, power or communications systems for the works. Access routes are as indicated during site inspection.

##### **ii. Laydown Area**

The Contractor may establish laydown area. The Contractor shall ensure that the area is properly fenced and secured at all times and shall provide all access control. The area may only be used for storage of materials, temporary sanitation facilities and other essential activities required for the works. Accommodation of the Contractor's staff at the laydown area will not be permitted. The Contractor may retain 24-hour security at the laydown area, provided that proper temporary sanitation and shelters are provided.

The yard area and any other areas disturbed during construction shall be rehabilitated to their original standard prior to handing back of the Site to the Employer.

#### **C3.2.8 Sequences and Limitations for Construction or Installation Works**

The Contractor shall be responsible for his own construction programme, which shall be subject to approval by the Operations Manager.

#### **C3.2.9 Safety Risk Management and OHS Safety File**

The Contractor shall comply with the Occupational Health and Safety (OHS Act) Act 85 of 1993 and the Construction regulations published under Notice R10113 in the Government Gazette 37305 of 7 February

2014. All work included in this contract shall be deemed to be Construction Work in terms of the OHS Act and the Construction Regulations. As the methods of construction to be used is determined by the contractor, detailed safety requirements are not prescribed in the specification. The Contractor shall apply all relevant safety regulations and requirements to the work methods and materials used. The contractor shall submit a simple safety assessment to the Employer for approval. The safety assessment shall include a risk assessment of the works and Identification of potential hazards and unsafe conditions. All works required as described in the contract documents and shall take into account construction methods and materials to be used.

### **EXISTING CONDITIONS**

The contractor shall take in to account the prevailing conditions when compiling the assessment with regard to:

- Existing services
- Ground and founding conditions
- Traffic accommodation
- Dealing with persons
- Surrounding land use
- Anticipated weather conditions

The above is not necessarily a complete set of conditions. In all cases the necessary way leaves, permission or permits for working in the vicinity of existing services shall be obtained by the Contractor. The Contractor shall adhere to the safety conditions imposed by the controlling authority.

The Contractor shall open and maintain an OHS file for the duration of the contract. On completion of the contract, the OH&S file shall be handed to the Employer.

The contents of the file shall include the following:

- OH &S policy documents
- Notice of new project
- Site start-up notification
- Security measures if applicable
- Written designations and appointments
- OH&S procedures
- Training records if applicable
- Inspection reports
- Accidents investigation reports
- Equipment safety manuals
- Hazardous substances safety manuals
- As-constructed safety information
- Minutes of OH&S meetings and briefings

### **C3.2.10 Environmental Management**

The Contractor shall be required to perform the works and all construction activities within the Site, having due regard to the environment and to environmental management practices / applicable environmental management legislation prescripts..

### **C3.2.11 Quality Assurance Requirements**

The Contractor shall submit a Project Quality Plan (PQP), which shall also contain specific proposals and details with regard to quality control for the scope of the works.

The PQP includes the Contractor's statement that outlines strategy, methodology, resources allocation, QA and quality control co-ordination activities to ensure that the works meet the standards.

The PQP is generally in narrative form, detailing the project specific QA and QC systems and controls required for the Contractor to complete the specific works.