

APPOINTMENT OF A TURNKEY CONTRACTOR FOR MECHANICAL,ELECTRICAL AND INSTRUMENTATION CONTRACTOR FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER TREATMENT PLANTS) FOR A PERIOD OF THIRTY SIX (36) MONTHS FOR THE OVERBERG WATER BOARD



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

RFP OW-252/2021/22: APPOINTMENT OF A TURNKEY CONTRACTOR FOR MECHANICAL, ELECTRICAL,INSTRUMENTATION CONTRACTOR FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER TREATMENT PLANTS) FOR A PERIOD OF THIRTY SIX (36) MONTHS FOR THE OVERBERG WATER BOARD

CIDB GRADING: IT IS ESTIMATED THAT THE TENDERER MUST HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF A MINIMUM OF 6 ME OR HIGHER.

DETAILS	DATE AND TIME
BRIEFING SESSION (COMPULSORY)	Wednesday; 08th OF JUNE 2022 AT 12H00 DUIVENHOKS WATER TREATMENT PLANT (34°03'33.34"S 20°57'31.83"E) RIVERSDALE, WESTERN CAPE
CLOSING DATE	21 JUNE 2022 AT 12:00PM

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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 a turnkey contractor for mechanical contractor, electrical, instrumentation contractor for new works, emergency and maintenance works (water treatment plants) for a period of thirty six (36) months for the Overberg Water Board. 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 a turnkey contractor for mechanical contractor for new works, emergency and maintenance works (water treatment plants) for a period of thirty six (36) months for the overberg water board. It is estimated that the tenderer must have a CIDB contractor grading designation of a minimum of 6ME 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, the i-tender website at www.cidb.org.za and OWB website at www.overbergwater.co.za from **26 MAY 2022 at 12:00PM**

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 21 JUNE 2022 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-252/2021/22

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**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERBERG WATER BOARD					
BID NUMBER:	RFP OW-252/2021/22	CLOSING DATE:	21 JUNE 2022	CLOSING TIME:	12:00PM
DESCRIPTION	Appointment of a turnkey contractor for mechanical, electrical and instrumentation contractor for new works, emergency and maintenance works (water treatment plants) for a period of thirty six (36) months for the overberg water board				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM OR AGREEMENT OF FORM OF OFFER AND ACCEPTANCE.					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	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 BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<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			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Overberg Water Board	CONTACT PERSON	Mr Thabo Kabini
CONTACT PERSON	Mr Edward Nwamafela	TELEPHONE NUMBER	021 851 2155
TELEPHONE NUMBER	021 851 2155	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tkabini@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)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

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 Overberg Water Board
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>The Contract</p> <p>Part C1 - Agreements and Contract data</p> <p>C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Construction guarantee</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Instructions C2.2 – Bill of Quantities</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works C3.2 – Construction C3.3 - Annexures</p> <p>Part C4 - Site Information</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: OWB Head Office Reception 1 Niblick Way, Ground Floor, Trident Park, Somerset West, 7137</p>

	<p>E-mail: enwamafela@overbergwater.co.za</p> <p>Name: Mr Thabo Kabini</p> <p>Office Telephone No.: (021) 851 2155</p> <p>E-mail: tkabini@overbergwater.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
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	Procurement procedures
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	Competitive negotiation procedure
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	Tenderer's obligations																					
C.2.1	<p>Eligibility</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 ME 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. 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.</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="328 1361 1476 1888"> <thead> <tr> <th data-bbox="328 1361 587 1420">Category of tender</th> <th data-bbox="587 1361 1098 1420">Upper limits per CIDB Regulation 17</th> <th data-bbox="1098 1361 1476 1420">Employer's allowable margins</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 1420 587 1476">ME 1</td> <td data-bbox="587 1420 1098 1476">R0.5 m</td> <td data-bbox="1098 1420 1476 1888" 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="328 1476 587 1532">ME 2</td> <td data-bbox="587 1476 1098 1532">R1.0 m</td> </tr> <tr> <td data-bbox="328 1532 587 1588">ME 3</td> <td data-bbox="587 1532 1098 1588">R3.0 m</td> </tr> <tr> <td data-bbox="328 1588 587 1644">ME 4</td> <td data-bbox="587 1588 1098 1644">R6.0 m</td> </tr> <tr> <td data-bbox="328 1644 587 1700">ME 5</td> <td data-bbox="587 1644 1098 1700">R10.0 m</td> </tr> <tr> <td data-bbox="328 1700 587 1756">ME 6</td> <td data-bbox="587 1700 1098 1756">R20.0 m</td> </tr> <tr> <td data-bbox="328 1756 587 1812">ME 7</td> <td data-bbox="587 1756 1098 1812">R60.0 m</td> </tr> <tr> <td data-bbox="328 1812 587 1888">ME 8</td> <td data-bbox="587 1812 1098 1888">R200.0 m</td> </tr> </tbody> </table>		Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins	ME 1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	ME 2	R1.0 m	ME 3	R3.0 m	ME 4	R6.0 m	ME 5	R10.0 m	ME 6	R20.0 m	ME 7	R60.0 m	ME 8	R200.0 m
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	<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</p>																					

	the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a ME 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) Have registered with the CIDB and meet the required grading of construction work
C.2.2	Cost of Tendering
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	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents 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	Acknowledge addenda 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	Clarification meeting There will be compulsory clarification meeting as set in the document. Wednesday; 08th OF JUNE 2022 AT 12H00 DUIVENHOKS WATER TREATMENT PLANT (34°03'33.34"S 20°57'31.83"E) RIVERSDALE, WESTERN CAPE
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	Insurance 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	Pricing the tender offer

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	Alterations to documents 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	Alternative tender offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
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 " ORIGINAL ". 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 one envelopes. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Title to appear on envelope one(1):</p> <p>1. CONTRACT NO.: RFP OW-252/2021/22</p> <p>The appointment of a contractor appointment of a turnkey contractor for, mechanical, electrical and instrumentation contractor for new works, emergency and maintenance works (water treatment plants) for a period of six thirsty (36) months for the overberg water board.</p> <p>This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain printed copies of all the pages in this document, duly completed and signed, the pricing schedules (schedule of quantities).</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>

	Physical address: 1 Niblick Way, Ground Floor, Trdient Park 3, Somerset West, 7137 Identification details: TENDER BOX
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	Information and data to be completed in all respects 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	Closing time The closing time for submission of tender offers is 21 JUNE 2022 at 12:00PM The Overberg Water Board 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 120 days from the closing date.
C.2.17	Clarification of tender offer after submission 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	Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds and policies 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.
Add the following new clause C2.24	Canvassing and obtaining of additional information by tenderers

	<p>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.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
<p>Add the following new clause C2.25</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or 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 c) a person who is an advisor or consultant contracted with the Department. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a) a member of:- <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature. <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>
C.3	The employer's undertakings
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time. 13th of JUNE 2022</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until four (4) calendar days before the tender closing time. 14th of JUNE 2022</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	Arithmetical errors, omissions and discrepancies
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender

	<p>evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> 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. 																
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. 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. c) Where there is an error in the total of the prices either as a result of other <ul style="list-style-type: none"> 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. <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>Functionality, Price and Preference</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 4 stages.</p>																
	<p>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</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) and CIDB. 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="368 1646 1436 2049"> <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> </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
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														

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 6ME	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	*YES
12	Fitter AND Electrical Artisans	Mechanical and Electrical Trade Test	*YES

	<table border="1" data-bbox="368 197 1437 622"> <tr> <td data-bbox="368 197 560 409">15</td> <td data-bbox="560 197 911 409">BBBEE Certificate</td> <td data-bbox="911 197 1206 409">Sworn affidavit / SANAS BEE Certificate</td> <td data-bbox="1206 197 1437 409">"YES"</td> </tr> <tr> <td data-bbox="368 409 560 622">16</td> <td data-bbox="560 409 911 622">Lead Mechanical and Electrical Engineer</td> <td data-bbox="911 409 1206 622">Pr Tech Eng. or Pr Eng. ECSA registration</td> <td data-bbox="1206 409 1437 622">"YES"</td> </tr> </table> <p data-bbox="328 678 1487 790">*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 data-bbox="328 801 1487 880">**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>	15	BBBEE Certificate	Sworn affidavit / SANAS BEE Certificate	"YES"	16	Lead Mechanical and Electrical Engineer	Pr Tech Eng. or Pr Eng. ECSA registration	"YES"
15	BBBEE Certificate	Sworn affidavit / SANAS BEE Certificate	"YES"						
16	Lead Mechanical and Electrical Engineer	Pr Tech Eng. or Pr Eng. ECSA registration	"YES"						
	<p data-bbox="328 920 722 954">Stage 2: Mandatory Requirements</p> <p data-bbox="328 972 1487 1039">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> <table border="1" data-bbox="352 1055 1430 1234"> <thead> <tr> <th data-bbox="352 1055 1283 1106">Criteria</th> <th data-bbox="1283 1055 1430 1106">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1106 1283 1234">Main contractor must have a CIDB contractor grading designation of a minimum of 6ME OR higher.</td> <td data-bbox="1283 1106 1430 1234"></td> </tr> </tbody> </table>	Criteria	Yes/No	Main contractor must have a CIDB contractor grading designation of a minimum of 6ME OR higher.					
Criteria	Yes/No								
Main contractor must have a CIDB contractor grading designation of a minimum of 6ME OR higher.									

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, Current Resource, Current Expertise and project cost will be evaluated. Bidders who fail to obtain a minimum 65% 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 zero. Failure to submit minimum required reference letters, experience for team capability and project plan or methodology will be rejected by scoring the bidder zero.

- i) In order to qualify for maximum points, the bidder’s Contractor must have successfully completed related projects of *at least six (6) maintenance related projects*. (2 project gets 1, 3 projects get 2, 4 projects get 3, 5 projects get 4, 6 or more projects get 5)
- ii) Lead Engineer -Mechanical/Electrical Engineer must be registered as a professional Technologist or Engineer with the Engineering Council of South Africa (ECSA)
- iii) In order to qualify for maximum points, the bidder must have in its employment one experienced lead engineer – should be a sheet where they provide their organogram and attach CV – site personnel should be identified in that sheet. Number of years for maximum points: 7 years or more score maximum points.
- iv) Experience of a Artisan(Fitter) and Artisan(Electrician) - that have experience working on water systems , all artisans must have a valid trade test certificate recognised by the department of labour. Number of years 2 years = 1 point, 3 years = 2 points, etc
- v) Project plan/methodology - 24hr/365 call out facility. Bidders must outline fault logging / call out process followed when clients report an urgent mechanical/electrical/ Instrumentation problem to the bidder’s company. Escalation procedure must be outlined. Clearly state response times for critical and non-critical breakdowns specified in the terms of reference.

Functional Evaluation Criterion Summary

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

CRITERION	POINTS
Contractor Experience	40
Team Capability and Experience	40
Project Plan/Methodology	20
TOTAL POINTS	100

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:

CRITERIA	SUB-CRITERIA/CLAUSE	MAX SCORE (1-5)	WEIGHT	EVIDENCE
CONTRACTOR EXPERIENCE MECHANICAL EXPERIENCE OF CONTRACT OR COMPLETED PROJECTS	The bidder must indicate working experience with client reference letters demonstrating the capability and quality of services rendered by the bidder in Mechanical, electrical and instrumentation contractor For New Works, Emergency And Maintenance Works for water related infrastructure (refer to scope of work).		30	Copies of Completion Certificates/ Reference Letters (Appointment letters will not be accepted)
	Substantial Evidence: The Bidder must submit reference letters on a client letterhead which indicate the start and end date of year's services rendered by the bidder in Mechanical Contractor For New Works, Emergency And Maintenance Works.			
	More than 5 similar projects successfully completed	5		
	5 similar projects successfully completed	4		
	4 similar projects successfully completed	3		
	3 similar projects successfully completed	2		
	2 similar projects successfully completed	1		
ELECTRICAL AND INSTRUMENTION EXPERIENCE OF CONTRACT OR COMPLETED PROJECTS	Working experience with a minimum of 5 client reference letters demonstrating the capability and quality of services rendered by the bidder in Electrical and instrumentation Contractor For New Works, Emergency And Maintenance Works.		10	Copies of Completion Certificates/ Reference Letters (Appointment letters will not be accepted)
	Substantial Evidence: The Bidder must submit reference letters on a client letterhead which indicate the start and end date of year's services rendered by the bidder in Contractor For New Works, Emergency And Maintenance Works.			
	More than 5 similar projects successfully completed	5		
	5 similar projects successfully completed	4		
	4 similar projects successfully completed	3		

		3 similar projects successfully completed	2		
		2 similar projects successfully completed	1		
	TEAM CAPABILITY: MECHANICAL	Team Capability and experience: Lead Engineer must be registered with ECSA as Pr Eng OR Pr Tech Eng. Mech Eng, with mechanical engineering university degree, post graduate qualification will be advantageous.		20	Comprehensive CV and Certified Qualifications together with an Organogram
		The Artisan (Fitter) with a valid trade test certificate			
		The lead Engineer must have experience working in the similar project. Bidders must submit as part of the proposal, the following:			
		•The organogram of proposed team;			
		•CVs of proposed team (Lead Engineer), Artisan(Fitter);			
		•Certified copies of qualifications of the Lead Engineer including the certified copy of ECSA registration and Artisan(Fitter) must include Trade Test Certificate.			
		Lead Engineer: Years of experience in similar work			
		(7) and above years' experience working in the similar projects	5		
		(6) years' experience working in the similar projects	4		
		(5) years' experience working in the similar projects	3		
		(4) years' experience working in the similar projects	2		
		(3) years' experience working in the similar projects	1		
		Artisan(Fitter): Years of experience in similar work with trade test			
		(6) and above years' experience working in the similar projects	5		
	(5) years' experience working in the similar projects	4			
	(4) years' experience working in the similar projects	3			
	(3) years' experience working in the similar projects	2			
	(2) years' experience working in the similar projects	1			
	TEAM CAPABILITY: ELECTRICAL AND INSTRUMENTATION	Team Capability and experience: Lead Engineer must be registered with ECSA as Pr Eng OR Pr Tech Eng. Electrical Eng, with electrical engineering university degree, post graduate qualification will be advantageous			Comprehensive CV and Certified

		The electrician must have a valid trade test certificate			Qualifications together with an Organogram
		The lead Engineer experience working in the similar project. Bidders must submit as part of the proposal, the following:			
		•The organogram of proposed team;			
		•CVs of proposed team (Lead Engineer), Artisan(Electrician);			
		•Certified copies of qualifications of the Lead Engineer including the certified copy of ECSA registration and Artisan(Electrician) must include a valid Trade Test Certificate.			
		Lead Engineer : Years of experience in similar work	5	5	
		(7) and above years' experience working in the similar projects	5		
		(6) years' experience working in the similar projects	4		
		(5) years' experience working in the similar projects	3		
		(4) years' experience working in the similar projects	2		
		(3) years' experience working in the similar projects	1		
		Artisan (Electrician): Years of experience in similar work with trade test		5	
		(6) and above years' experience working in the similar projects	5		
		(5) years' experience working in the similar projects	4		
		(4) years' experience working in the similar projects	3		
		(3) years' experience working in the similar projects	2		
		(2) years' experience working in the similar projects	1		
	Project Plan and Methodology	Capability: Methodology/Project Plan		20	Project Plan and Methodology
		24hr/365 call out facility: Bidders must outline fault logging / call out process followed when clients report an urgent mechanical/electrical/ Instrumentation problem to the bidder's company. Escalation procedure must be outlined. Clearly state response times for critical and non- critical breakdowns specified in the terms of reference.			
		Project plan well broken down with methodology, deliverables, timeframe/milestone, quality assurance & management of the project including staff deployment to each activity/deliverables	5		

	Project plan provided with methodology, deliverables, timeframe/milestone & management of the project	4		
	Project plan provided with clear deliverables & timeframes/milestones	3		
	Project plan provided with no clear deliverables & timeframes/milestones	2		
	Project plan provided without milestones and how the deliverables will be attained	1		
TOTAL SCORE			100	

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

- Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = 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, SBD4, 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	Signed Declaration of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Certificate of Independent Bidder determination	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Submit an original Briefing session certificate of attendance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	ECSA Certificates for the Lead Engineer	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	Trade Certificate for the artisans (both Fitter and electrician)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

T2.2 RETURNABLE SCHEDULES

Insert all the Forms required and re-number them

FORM A: ATTENDANCE REGISTER OF THE COMPULSORY CLARIFICATION MEETING

**ATTACH THE ATTENDANCE
REGISTER OF THE
COMPULSORY CLARIFICATION
MEETING**

FORM B: 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

**CSD VENDOR NUMBER
REGISTRATION**

NAME

**SIGNATURE OF
BIDDER**

DATE

**CAPACITY UNDER WHICH
BID IS SIGNED**

FORM C: 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. By completing the below form the bidder gives OWB permission to access their tax compliance status

Full name of bidder:	Electronic Tax Compliance Status System PIN No:

NAME:

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH BID IS SIGNED

FORM D: PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

PART 1

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%?
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential

Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm :

8.2 VAT registration number :

8.3 Company registration number :

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE.....
ADDRESS.....
.....
.....
.....

FORM E: 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)
Combined CIDB Grading for Joint Venture / Consortium:			

(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: _____

FORM F: 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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**

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat 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.

.....

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

Signature

Date

.....

.....

Position

Name of bidder

FORM G: 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 H: 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 I: 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, 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 zero.

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of ***more than two(2) maintenance related project***
- ii) Main contractor must have a CIDB contractor grading designation of a minimum of **6ME OR higher.**

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

Name of Bidder	
PROJECT No. 1	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/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)	

Name of Bidder	
PROJECT No. 2	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/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)	

Name of Bidder	
PROJECT No. 3	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/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)	

Name of Bidder	
PROJECT No. 4	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/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)	

Name of Bidder	
PROJECT No. 5	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/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)	

Name of Bidder	
PROJECT No. 5	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	

FORM K: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have in their full time employment an experienced Team who has previously worked on Maintenance projects and a registered with Department of Labour as Artisan and also registered with ECSA as professional engineer(s). The information will be verified with the references provided. The bidder must have in its employment a:-

The Lead Engineer and artisan must have an experience working in the similar project . Bidders must submit as part of the proposal, the following:

- The organogram of proposed team,
- CVs of proposed team,
- Certified copies of qualifications of the Lead Engineer,
- Certified copies of Trade Test Certificate of the proposed Fitter and electrician that will be servicing

NB:

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Form J for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories "Team Capability: Lead Engineer(s) and Artisan(s)". Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (L) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form L.

TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS

- Form L (i) Lead Engineer
- Form M (ii) Artisan

FORM L (i) Lead Engineer

Post	Name	Qualifications (Diploma, Degree in Mechanical)	Experience in years
Lead Engineer Mechanical Engineering			
Lead Engineer Electrical Engineering			

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

FORM M (ii) Mechanical AND Electrical Artisan

Post	Name	Trade Test	Experience in years
Artisan Agent (Fitter)			
Artisan Agent (Electrician)			

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

(a) ARTISAN FITTER		
Name and Surname		
Experience in years' experience as Mechanical Artisan Agent		
EXPERIENCE AS ARTISAN FITTER IN SITE MANAGEMENT OF MAINTENANCE PROJECTS		
YEAR of Experience as Mechanical Artisan or	Year 1 (.....) (e.g.2019 etc)	Year 2 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

(b) ELECTRICAL ARTISAN (ELECTRICIAN)		
Name and Surname		
Experience in years' experience as Electrical Artisan Agent		
EXPERIENCE AS ELECTRICAL ARTISAN IN SITE MANAGEMENT OF MAINTENANCE PROJECTS		
YEAR of Experience as Electrical Artisan	Year 1 (.....) (e.g.2019 etc)	Year 2 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____

Date_____

Name _____

Capacity_____

Bidder _____

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: APPOINTMENT OF A TURNKEY CONTRACTOR FOR MECHANICAL, ELECTRICAL AND INSTRUMENTATION CONTRACTOR FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER TREATMENT PLANTS) FOR A PERIOD OF THIRTY SIX (36) MONTHS FOR THE OVERBERG WATER BOARD

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
.....
.....
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2 Subject
Details
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3 Subject
Details
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4 Subject
Details
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.....

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

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

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

FOR THE EMPLOYER:

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

PROJECT TITLE:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR MECHANICAL, ELECTRICAL AND INSTRUMENTATION CONTRACTOR FOR NEW WORKS, EMERGENCY AND MAINTENANCE WORKS (WATER TREATMENT PLANTS) FOR A PERIOD OF THIRTY SIX (36) MONTHS FOR THE OVERBERG WATER BOARD
CONTRACT NO:	RFQ OW-252/2021/22
C.1.2 Contract Data	
<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 www.saice.org.za.</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>	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	<p>Clause 1.1.1.13: Defects Liability Period</p> <p>The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p>Clause 1.1.1.14: Due Completion Date</p> <p>The time for achieving Practical Completion is 36 months after the Commencement Date</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>Delivery Address: Attention: Supply Chain Manager: Supply Chain Management Overberg Water Board 1 Niblick Way Ground Floor, Trident Park 3 Somerset West 7137</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"> • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work

	<ul style="list-style-type: none"> • SANS 1200 Standardised Specifications • Site Information • Construction drawings • Bill of quantities • The returnable schedules
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"> 1. Clause 5.8.1 Non-working times 2. Clause 5.11.1 Suspension of the Works 3. Clause 5.12.1 Approval of any extension of time for completion 4. Clause 5.12.4 Acceleration of progress instead of extension of time 5. Clause 5.13.2 Reduction of a penalty for delay 6. Clause 6.3.2 The issuing of variation orders 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 8. Clause 6.11 The agreeing of the adjustment of the sums for general items 9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
4.3.3	<p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & 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"> 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; b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; 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; 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; 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;

5.3.1	<p>Clause 5.3.1: Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Refer to Clause 4.3) b) Initial programme (Refer to Clause 5.6) c) Security (Refer to Clause 6.2) d) Insurance (Refer to Clause 8.6)
5.3.2	<p>Clause 5.3.2: Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days.</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>Clause 5.8.1: Non-Working Times</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break.
5.12.2.	<p>Clause 5.12.2.: Some reasons for extension of time</p> <p>Clause 5.12.2.2: Abnormal climatic conditions.</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>Clause 5.13.1: Penalty for Delay</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.
5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is one (1) year for mechanical, Electrical and Instrumentation engineering works.
6.2.1	Clause 6.2: Security 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.
6.8.2	Clause 6.8.2: Contract Price Adjustment The Contract Price Adjustment is not applicable in this contract.
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.3	Clause 6.10.3: Retention Money The limit on retention is: 10% of the Contract Price.
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate <i>Add the following to clause 6.10.4:</i> 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.
8.6.1.1.2	Clause 8.6.1.1.2: Insurance The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.
8.6.1.3	Clause 8.6.1.3: Insurance

	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.
8.6.1.5	<p>Clause 8.6.1.5: Additional Insurance</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>Clause 10: Dispute Resolution</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>Clause 12: Confidentiality</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>Clause 13: Amendments in writing</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.

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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">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 al 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

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 ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .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 ²	=	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 or 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.
 - 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

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RATE	TOTAL
A. CALL-OUT RATE	R/Call out			R

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RATE	TOTAL
Note: The callout fee should include a detailed report of the problem and fixing of minor problems				
B. LABOUR				
Lead Engineer (Mechanical) (One) - Normal time	R/H	1 Hour		R
Artisan (Fitter) (One) – Normal time	R/H	1 Hour		R
Labourer (One) – Normal time	R/H	1 Hour		R
Lead Engineer (Electrical) (One) - Normal time	R/H	1 Hour		R
Artisan (Electrician) (One) – Normal time	R/H	1 Hour		R
Labourer (One) – Normal time	R/H	1 Hour		R
Lead Engineer (Mechanical) (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Artisan (Fitter) (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Labourer (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Lead Engineer (Electrical) (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Artisan (Electrician) (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Labourer (One) - Overtime rate (after normal working hours)	R/H	1 Hour		R
Lead Engineer (Mechanical) (One) - Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
Artisan (Fitter) (One) – Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
Labourer (One) - Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
Lead Engineer (Electrical) (One) - Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
Artisan (Electrician) (One) – Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
Labourer (One) - Overtime rate (Working on Sundays and Public Holidays)	R/H	1 Hour		R
C. MATERIAL/MACHINERY				
Mark-up on material or any item/service required by contractor to complete the work	%	R 10 000-00		R
Mark-up subject to negotiation with the successful service providers.				
D. TRANSPORT				

DESCRIPTION	UNITS	ESTIMATED QUANTITY	RATE	TOTAL
Travelling cost for LDV	R/km	200 km		R
Travelling cost for 2 Ton truck	R/km	200 km		R
Travelling cost for 5 Ton truck	R/km	200 km		R
SUB-TOTALS:				R
VAT @ 15%				R
TOTALS: (For evaluation purposes only).				R

NB: Bidder must take note that the pricing is for the evaluation purpose only.

SIGNED ON BEHALF OF THE TENDERER

DATE

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS
CONSTRUCTION

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 Ruensveld West, Caledon; Reunesveld East Swellendam and Duivenhoks in Heildeberg.

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. These comprises of dams, tunnels, pipelines, hydro-mechanical equipment, cranes and lifting equipment, canals, pump stations, pumps and motors, telemetry outstations, Buildings and associated infrastructure that is positioned across the WesternCape

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. This includes emergency work that might be necessary and immediate resources reinforcement is required from Contractor.

The prospective Contractor will also be expected to be capable of successfully constructing and carry out Service, refurbishment & maintenance works to infrastructure assets comprising of Mechanical , Electrical and Instrumentation Installations at Water Treatment Plants (WTP's). Assets and associated infrastructure is positioned across the Western Cape Province. This includes emergency work that might be necessary and immediate resources reinforcement is required from Contractor.

PROJECT SPECIFICATIONS

MECHANICAL ENGINEERING WORKS (ME)

Particularly related to the maintenance, repair and complete refurbishment of the following types of works at a Water Treatment Facility but not limited to below list:

- (a) Hydro-mechanical equipment (incl. pump stations)
- (b) Pipe work
- (c) Cranes and lifting equipment
- (d) Corrosion control and cathodic protecting
- (e) Testing and certifying of all mechanical equipment
- (f) Review of mechanical designs and drawings
- (g) Compilation and supply of Operation and Maintenance manuals
- (h) Pumps (submersible & Centrifugal)
- (i) Dosing Pumps
- (j) Valves (Pressure Reducing, Releasing and Level Control)
- (k) Air Conditioning
- (l) All other applicable water services equipment not listed above

ELECTRICAL ENGINEERING WORKS (EB)

Particularly related to the construction, maintenance, repair, refurbishment and rehabilitation of the following types of works but not limited to below list:

- a) Electrical Motors
- b) Variable speed drives (VSD)
- c) Submersible pumps
- d) Electrical Control Panels
- e) High mast Lights and all other lighting
- f) Building Wiring
- g) Lights & Plugs
- h) Harmonic Filters
- i) Soft Starters
- j) Security alarms
- k) all other applicable water services equipment not listed above

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.

OPERATIONAL AREA	WTW	Nearest Town	Coordinates
AREA 1	Rûensveld-West WTP	Caledon	34°05'42.97"S 19°18'52.46"E
	Rûensveld-West Workshop	Caledon	-34.233826, 19.430628
	Rûensveld-West Admin Office	5 Demper Street, Caledon	-34,233219, 19,425489
AREA 2	Rûensveld-East WTP	Swellendam	34°04'34.69"S 20°14'44.63"E
	Duivenhoks WTP	Heidelberg	34°03'33.34"S 20°57'31.83"E
	Duivenhoks Admin Office	Heidelberg	34°02'02.1"S 20°32'13.6"E
	Somerset West	3, Ground, Trident Park 2, 1 Niblick Way, Somerset West Cape Town	-34,082901, 18,853319

Callout - Corrective/Breakdown Maintenance

One (1) callout charge shall be allowed per call logged with the Service Provider to assess a reported breakdown and to determine the requirements for the repair work. The callout unit rate shall be a fixed rate applicable for the full duration of a specific financial year.

Labour- Corrective/Breakdown Maintenance

Labour rates shall be a fixed hourly rate for example, one (1) Electrician and one (1) Labourer per area and financial year as indicated in the Pricing Schedule. Claims for labour shall only be for the actual time(hours) spend on site for the repair work. Labour rates must allow for the necessary site management, travel, labour, tools, equipment, material, consumables, health and safety requirements, supervision, overheads, profit, etc. required for the repair work, and must be built into the labour unit rates.

Normal office working hours are from 07h30 – 16h00 from Mondays to Friday. When workers arrive on site to carry out work related to this contract, the Overberg Water representative on this project must sign the Service Provider’s job card to note the time of arrival and the time of exit on completion of the work. Each claim for payment for work done must be accompanied by a signed Service Provider’s job card reflecting the actual time spent on site. No claim for payment will be processed without the signed job card attached.

Material

Each claim for parts bought for a specific job must be for the net cost of that item to which the sundry and mark-up percentages are added as per the Pricing Schedule. Each claim for payment must be accompanied by a job-specific invoice from a reputable supplier as proof of purchase for a specific job. For parts used ex stock, a job-specific proforma invoice or quotation from a reputable supplier must be attached. No claim for payment will be processed without the proof of purchase i.e. the invoice, proforma invoice or quotation attached.

All new parts installed shall carry a guarantee of a minimum period of six (6) months from date of installation. Parts must comply with the SABS & OEM standards and must be installed to manufacturer's specifications.

Mark-up on material (Parts) and Sundries

The percentage (%) mark-up as per the tender for parts/material/any item/services bought shall be added on to the net cost of the parts supplied as per the proof of purchase, i.e. the invoice to be submitted for payment for a specific job.

1. 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.

2. 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.

3. KEY PERSONNEL

Below is a list of key personnel for this contract:

- Where applicable, a project leader must be permanently appointed by the Service Provider who is qualified that will be the contact person, the Service Provider's direct representative and takes full responsibility for quality and the timeous completion of the works. Proof of qualifications and proof of a minimum of 3 years relevant experience must be submitted with the returnable schedules.
- Fully qualified Artisans (Fitter and Electrician) to perform installation, repair and maintenance work. Proof of qualifications/experience must be submitted with the returnable schedules.

Key personnel shall be expected to operate from their company premises as the demands of the anticipated contract requires.

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. TURN-AROUND TIMES AND RESPONSIBILITY

- Emergencies, i.e. complete failure or where the failure affects the ability of the Water Board to perform their business functional operations. This is to the sole discretion of the Overberg Water Board – within 3 hours from being notified.
- Urgent Response, i.e. partial system failure of malfunctioning and the rest of the system is still working – within 24 hours from being notified.
- Normal response, i.e. new installations, extensions, modifications, minor repairs and general maintenance that does not affect Water Board's business functionality, or where the work does not have an immediate impact on the Water Board- within 5 working days from being notified.

Please note:

If the Service Provider does not meet these requirements (Emergency calls) Overberg Water Board reserves the right to engage the services of another service provider. For this purpose, the appointed Service Provider shall remain a continuous telephone service where staff can be reached twenty- four hours per day, seven days a week, Sundays and Public Holidays included.

6. 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/ allocated manager.

7. OFFICE

To be considered for appointment in terms of this tender, tenderers must have an office in the Western Cape 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.

8. 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.

9. 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 MONTHLY.

10. TENDER EVALUATION

The final scores for responsive tenders shall be calculated as follows: sum of points scored for price based on the average tender prices over the full contract term of three years per Operational area, plus preferential points scored.

The Pricing Schedules is a hypothetical compilation of items and quantities, and the tender sum(s) will be used for evaluation purposes only.

This is not a lump-sum tender. The tenderer shall allow opposite each item for any cost involved with complying with such item. A fully completed and priced document must be submitted at RFP closing.

11. APPOINTMENT TERMS

Tenderers shall only complete the Pricing Schedule

The successful Tenderer's appointment shall be based on the scale of tariffs as reflected in the Tenderer's Pricing Schedule in the accepted tender document, and **not** a fixed contract amount.

The appointment of the successful Service Provider will be for 36 -months contract period

All the assignments will be allocated at the discretion of the Employer.

12. 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 for servicing/repairs. 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 maintenance 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 36 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 provide certain equipment (new or replacement) for installation purposes by the Contractor. No Plant will be provided by the Overberg Water Board

The Contractor **MUST** provide a list of Plant Equipment needed to perform the Mechanical and Electrical maintenance including equipment age

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 areas as indicated during site inspection. 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

The Contractor complies with the client health and safety specification and all other statutory requirements applicable to the scope of work.

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.