

REQUEST FOR PROPOSAL

RFP: OW-435/2018/19



OVERBERG WATER BOARD

OW-435/2018/19: REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

This tender closes at **12h00** on **07 FEBRUARY 2020**.
The tender closing box is located at Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town

NO LATE SUBMISSIONS WILL BE CONSIDERED

BRIEFING SESSION: NON-COMPULSORY

DATE: 17/01/2020

TIME: 12H00

VENUE: DUIVENHOKS OFFICE(HEIDELBERG)

Issued by:

Overberg Water Board

Ground Floor, Trident Park 3,
1 Niblick Street, Somerset West, 7137,
Cape Town.

Contact Person(s):

TP Motlhaga / D Fransman

Telephone: 021 850 0372

Email: tmotlhaga@overbergwater.co.za and scm@overbergwater.co.za /
dfransman@overbergwater.co.za

REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

OVERBERG WATER BOARD
OW-435/2018/19: REPAIRS AND MAINTENANCE OF THE ELECTRICAL
ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM
CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG
WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

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COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS

REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMTRY
SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD
OF 36 MONTHS(3-YEARS)

REQUEST FOR PROPOSAL

RFP:OW 435/2018/19



T1.1 TENDER NOTICE AND INVITATION TO TENDER

OW-435/2018/19: REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

The Overberg Water Board, invites tenders from Contractors, for **OW-435/2018/19: REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)**

The bidders must have a CIDB contractor grading designation of 3ME or higher or alternatively 3EB or higher.

Preferences are allocated to bidders for Broad-Based Black Empowerment (B-BBEE) status level of contribution.

Tender documents will be available through the Government eTender Portal (<http://www.etenders.gov.za>), (<http://www.cidb.org.za>), and Overberg Water Board website (www.overbergwater.co.za). The physical address for collection of tender documents is: **OVERBERG WATER BOARD, , GROUND FLOOR, TRIDENT PARK 3, NO 1, NIBLICK WAY, SOMERSET WEST** (or enquire through the website www.overbergwater.co.za)

Technical queries relating to this tender may be addressed to:

Name: Antony Lotz

Office: (028) 214 3509

E-MAIL: alotz@overbergwater.co.za

Supply Chain Management and Administrative queries relating to this tender may be addressed to:

Contact Person: T. Motlhaga

Tel: (021) 851 2155

E-mail: tmotlhaga@overbergwater.co.za/scm@overbergwater.co.za

Tenderers are requested to forward questions or matters for clarification in writing (per e-mail only to tmotlhaga@overbergwater.co.za/ scm@overbergwater.co.za), as indicated in this tender document. They must be received not later than **17:00 on 02nd of February 2020**.

REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

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The closing time for receipt of tenders is **12h00 on 07 FEBRUARY 2020**. Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT: OVERBERG WATER BOARD ,GROUND FLOOR, TRIDENT PARK 3, NO 1, NIBLICK WAY, SOMERSET WEST. Please enquire at reception.

Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration. The tender box is generally open from 08h00 – 17h00 hours a day, 5 business days a week.

All pages of the bid document have been read by the bidder. All pages requiring information have been completed in black ink. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).

The bidder must submit the request for proposal at the physically address personally or by courier and the request for proposal must be submitted in a sealed envelope(s) clearly reflecting the RFP number and description as indicated above.

Bidder using courier services must communicate with the courier company to ensure that their proposal reaches our tender box before the closing date and time as Overberg Water will not be responsible for any late deliveries.

Overberg Water will not be held liable for any expenses incurred by the bidder in preparing and submitting bids. Suppliers are required to **complete and return all Returnable Schedules**, failing which the supplier's proposal may be rejected or declared non-responsive. For this proposal to be **valid** on the closing date, **all Returnable Schedules** listed below must be fully and properly completed and signed. The JBCC as attached shall be regarded as an integral part of the contract document.

Overberg Water does not bid itself to accept the lowest or any proposal.

Overberg Water will apply the one (1) envelop system. The bidder must ensure that their envelopes are clearly labelled **“OW-435/2018/19: REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”**

Each page of the document that will be submitted should be initialed by the Bidder at the bottom of each page therefore acknowledge the contents. Bidders must be registered on the National Treasury Central Supplier Database (CSD) as Overberg Water Board **will not award** any bid for price quotation to any bidder(s) not registered on the CSD and CIDB.

For more information of the **Central Supplier Database** please contact the National Treasury helpdesk at **(012) 4069222** or email csd@treasury.gov.za. Acceptance/Contract Commencement and purchase orders: The supplier's offer will be accepted by Overberg Water Board when a purchase order and/or letter of appointment is issued to the supplier. The date of issue of the purchase order and/or letter of appointment shall be the commencement date of the contract. The supplier undertakes work and incurs expenses prior to the issuing of a purchase order and/or entirely at its own risk. Overberg Water Board shall only incur liability for payment in terms of this contract if a valid purchase order and/or letter of appointment has been issued to the supplier.

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**COLOUR CODED FLYSHEET IN ACCORDANCE
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T1.2 TENDER DATA

The **Tender Data shall be read with the Standard Conditions of Tender** in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. **The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in the Government Gazette No. 38960 of 10 July 2015.**

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.1	The Employer is OVERBERG WATER BOARD Registration No.: 22078092 with DWS
F.1.2	The Tender Documents consist of the following: (a) This Project Document , which contains the following: PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 CIDB Standard Conditions of Tender PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Bill of Quantities PART C3: SCOPE OF WORKS C3.1 Scope of Works PART C4: SITE INFORMATION C4.1 Site Information

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	<p>(b) The conditions of contract 1 to 30 of the JBCC Series 2014 Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee. Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021-4626431), Master Builders Association (011-205-900; 021-6852625), South African Association of Consulting Engineers (011 463 2022) or South African Institute of Architects (011 486 0684; 021 424 7128).</p>
Clause Number	Data / Wording
<p>F.1.3</p>	<p>(c) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)". These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(d) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004 as amended.</p> <p>(e) The Preferential Procurement Policy Framework Act and the Preferential Procurement Regulation, 2017.</p> <p>(f) Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in the Government Gazette No. 38960 of 10 July 2015.</p> <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of all the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p> <p>The competitive negotiation procedure shall be applied.</p>

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<p>F.2.1</p>	<p>1. Tendered offers will only be accepted if:</p> <ul style="list-style-type: none">(a) The tenderer has in his or her possession a copy of a valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). It is compulsory to provide either of the aforementioned documents with the bid offer. Tenderers must have a valid Tax Clearance Certificate to contract with the Employer or should be tax compliance .(b) The tenderer or any of its directors/ shareholders/ trustees is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.(c) The tenderer submits a letter of intent from an approved South African bank/ insurer undertaking to provide the Performance Bond to the format included in tender document.(d) The tenderer is registered with the CIDB in an appropriate contractor grading designation. A certified copy of the CIDB registration document must accompany the tender offer.(e) The tenderer has not:<ul style="list-style-type: none">(i) abused the Purchaser's Supply Chain Management System; or(ii) failed to perform on any previous contract and has been given a written notice to this effect.
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Clause Number	Data / Wording
	<p>(f) The tender offer is signed by a person authorized to sign on behalf of the Tenderer.</p> <p>(g) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process.</p> <p>(h) Tenderers must provide certified copies of Compensation for Occupational Injuries and Diseases Act (COIDA) that it is in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>(i) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the worksafely.</p> <p>(j) The tenderer has not failed to perform on any previous contracts and has not been given a written notice to the effect.</p> <p>(k) The tenderer has submitted certified copies of the directors, owners and shareholders identity documents with the tender offer.</p> <p>(l) A tenderer who submitted a tender as a joint venture has to include an acceptable joint venture agreement with his/ her tender or has provided a letter of intent to form a joint venture signed by all parties.</p> <p>(m) The tenderer complies with the specifications and conditions applicable to the tender and submitted all the required documentation as stipulated in this tender document.</p> <p>(n) All tender documents must be initialed on each page and signed by the tenderer where indicated.</p> <p>(o) The tenderer must be able to issue the certificate of compliance for the plant and houses at the scheme.</p> <p>The Contractor shall be registered in CIDB contractor grading designation of 3ME or higher or alternatively 3EB or higher can provide evidence of having done similar work previously.</p> <p>2. The additional conditions of tender are:</p> <p>(a) OVERBERG WATER BOARD (OWB) may also request that the tenderer provide written evidence that his/ her financial, labour and resources are adequate for carrying out the project.</p> <p>(b) The OVERBERG WATER BOARD (OWB) reserves the right to appoint a firm of chartered accountants and auditors and/ or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p>

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Clause Number	Data / Wording
	<p>(c) Tender documents must be completed in black ink.</p> <p>(d) Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. OVERBERG WATER BOARD (OWB) reserves the right to reject the tender if corrections are not made in accordance with the above.</p>
F.2.7	The briefing session aim to provide tenderers with clarity on the aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data
F.2.12	No alternative tender offers will be considered
F.2.10	All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.13	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>F.2.13.4 Tenderers must submit proposals for each bid clearly marked “REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”</p> <p>The submission of bids shall be in one(1) envelope as detailed in the BID SUBMISSION CHECKLIST below, and clearly marked on the outside of the respective envelope:</p> <p>ENVELOPE 1: “REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”</p> <p>The package shall display the following information:</p> <ul style="list-style-type: none"> • The address where Tenders have to be sent; • The title of the call for Tenders such as indicated in the invitation letter; • The Tenderer’s name, physical (street) and postal address, contact person and contact numbers (mobile, landline, facsimile and e-mail); • The following words clearly visible: “Invitation to Tender – Not to be opened by the Postal/Courier Service”. <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p>

Clause Number	Data / Wording
	<p>Location of Tender Box: OVERBERG WATER BOARD</p> <p>Physical Address: GROUND FLOOR, TRIDENT PARK 3, NO 1, NIBLICK WAY, SOMERSET WEST.</p> <p>Identification Details: N/A</p> <p>F.2.13.6 A one-envelope system will be followed.</p>
F.2.15	<p>The closing time for submission of Tender Offers is: 12h00 on 07 February 2020.</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is 120 days from the closing time for submission of tenders.</p>
F.2.19	<p>This is not applicable.</p>
F.2.22	<p>This is not applicable.</p>
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
F.3.4	<p>The time and location for opening of the tender offers are: Envelope 1 Time: 12h00 Date: 07 February 2020 Location: Overberg Water Board, GROUND FLOOR, TRIDENT PARK 3, NO 1, NIBLICK WAY, SOMERSET WEST</p> <p>The name of the bidder will be published on Overberg Water Board website www.overbergwater.co.za</p>
F.3.5	<p>A one-envelope system will be followed. The evaluation thereof is described in F.3.11</p>
F.3.11	<p>Evaluation of tender offers</p> <p>F.3.11.1 The procedure for evaluation of responsive Tender Offers will be: Qualification Evaluation and Functionality, Price and Preference.</p> <p>F.3.11.3 The evaluation of proposals will be separated into one (1) stages: Stage 1: Qualification evaluation (Section 1 – “Qualification Documents”, “Technical evaluation (“Technical Proposal)”, “Local Contents production”; and Price and B-BBEE evaluation (Section 2 – “Financial Proposal”).</p>

Clause Number	Data / Wording
	<p>Stage 1</p> <p>First, the eligibility is confirmed if the “Qualifying Documents” of the firm correspond to the stipulations indicated in Section 1 – “Qualifying Documents”. Only those tenderers, which fulfil all “qualifying documents” are eligible for technical evaluation”. The technical evaluation for functionality in accordance with the Stage 1 evaluation criteria. The Stage 1 evaluation criteria will be assessed in terms of five indicators, namely: Poor (1); Marginally falls short of meeting requirements (2); Meets requirements(3); Exceeds requirements (4); and Exceeds requirements whilst value adding (5). The scores of each of the evaluators will be weighted and totaled to obtain the final weighted score for Stage 1.</p> <p>The evaluation of technical information will be guided by the following:</p> <p style="padding-left: 40px;">Tenderer's understanding of the brief – the tender provides a clear indication that the tenderer fully understands the purpose and scope of the work and the tenderers' own roles and functions in this regard; capability and experience – the tender provides a clear indication that the tenderer's team comprises of people with the necessary experience, skills, qualifications and knowledge required to ensure maintenance and repairs of the highest standards of quality; track record – the tender provides clear information on previous, relevant projects that confirm that the tenderer has the required experience and success track record in the area; quality of the tender – the tender is structured, laid-out, formatted and organised in such a way that the Tender Evaluation Committee is easily able to assess the tender in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the tenderer if successful.</p> <p>The tenderer must score a minimum of 65 (sixty-five) weighted points out of 100 during Stage 1 (pre-qualification criteria, technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price (80%) and B-BBEE (20%) will be considered.</p> <p>The tenderers will be evaluated using the following evaluation criteria:</p> <p>Bidders must score at least 65 out of 100 in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than 65 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified and not considered for phase 5 evaluation. The weight that will be allocated to each functionality criteria is as follows (unless otherwise stated):</p> <p>1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent</p> <p>The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the archived weight of the criterion.</p>

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Criteria	Sub-Criteria	Points Value	Weight of Criterion
Ability and Capability	Demonstrated skills and experience of each key personnel for this project; for example but not limited to, engineers, technicians, project managers, specialist artisans / foreman, artisans. (Attach 1 page resume of each key project team member indicating qualifications, experience, accreditation / affiliation)		60
	Submission of organization and staffing proposals and CVs.		
	Bidders must submit the following academic qualification and proof of registration where professional bodies are required:		
	(i) Professional mechanical/electrical engineer (with experience relating to maintenance of mechanical plant and machinery in the water infrastructure) ,		
	(ii) Specialist Artisan / Foreman (Mechanical/Electrical),		
	(iii) Artisan (Mechanical/Electrical)		
	Professional Mechanical/Electrical Engineer	20	
	7 Years or more experience	5	
	6 Years or more experience	4	
	5 Years or more experience	3	
	4 Years or more experience	2	
	3 Years or more experience	1	
	Specialist Artisan / Foreman (Mechanical/Electrical)	20	
	6 Years or more experience	5	
	5 Years or more experience	4	
	4 Years or more experience	3	
	3 Years or more experience	2	
	2 Years or more experience	1	
	Artisan (Mechanical/Electrical)	20	
	5 Years or more experience	5	
	4 Years or more experience	4	
3 Years or more experience	3		
2 Years or more experience	2		
1 Years or more experience	1		
Past Experience	Contactable reference evaluation		20
	Bidders must submit signed reference letter(s) from previous clients/employer.		
	Note that only completed projects will be accepted.		
	Relevant work experience in water industry but not limited to the below:		
	• Pipe-lines,		
	• Pump stations,		
	• Valves (Dia. 200-2000mm),		
	• Cranes & lifting equipment,		
• Corrosion protection,			
• MV/LV Electrical			

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		Reference letter(s) must indicate the number of above listed projects completed by the bidder.		
		5 and more referece letters	5	
		4 reference letters	4	
		3 reference letters	3	
		2 reference letters	2	
		0-1 reference letter	1	
	Methodology	The Contractor is required to provide a detailed methodology for attending to the calls and should also provide detailed responds time and monitoring of the calls logged.		10
	Skills Transfer	The Contractor is required to provide detailed skills transfer plan for the respective engineering field. The Skills transfer plan should include job training		10
	TOTAL			100

B.	PRICE	80
C.	B-BBEE Status Level Contributor	20
	1	20
	2	18
	3	14
	4	12
	5	8
	6	6
	7	4
	8	2
	Non –compliant contributor	0

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	<p>NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 (ten) points for B-BBEE.</p> <p><u>Scoring Preference points</u></p> <p>The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.</p> <p>Up to 100 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2011) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"> (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and (b) The scorecard shall be submitted as a certificate attached to Returnable Schedule K; and (c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to Returnable Schedule K. <p><u>Total Scores for Financial and Preference</u></p> <p>The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>
F.3.13	<p>F.3.13.1 The legal requirements for acceptance of the tender offer are:</p> <ul style="list-style-type: none"> (a) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and

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	<p>Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>(b) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.</p> <p>(c) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</p> <p>(d) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p> <p>The Overberg Water Board is not bound to select any of the firms submitting tenders. OWB reserves the right not to award any of the tenders, to award the contract to more than one Contractor, to award only part of the contract or not to award the contract to the tenderer with the lowest tendered price.</p>
<p>F.3.14.1</p>	<p>Before any work can commence all contractual documents must be signed by both parties (Overberg Water Board and the successful bidder) as well as the issue of an official purchase order and should there be any dispute regarding the finalisation of the agreement, OVERBERG WATER BOARD (OWB) reserves the right to cancel the contract with no cost implications for the OVERBERG WATER BOARD (OWB).</p>
<p>F.3.17</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

**PART T2:
TENDERING RETURNABLES**

T2.1 LIST OF RETURNABLE DOCUMENTS T20

T2.2 RETURNABLE DOCUMENTS..... T24

COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS

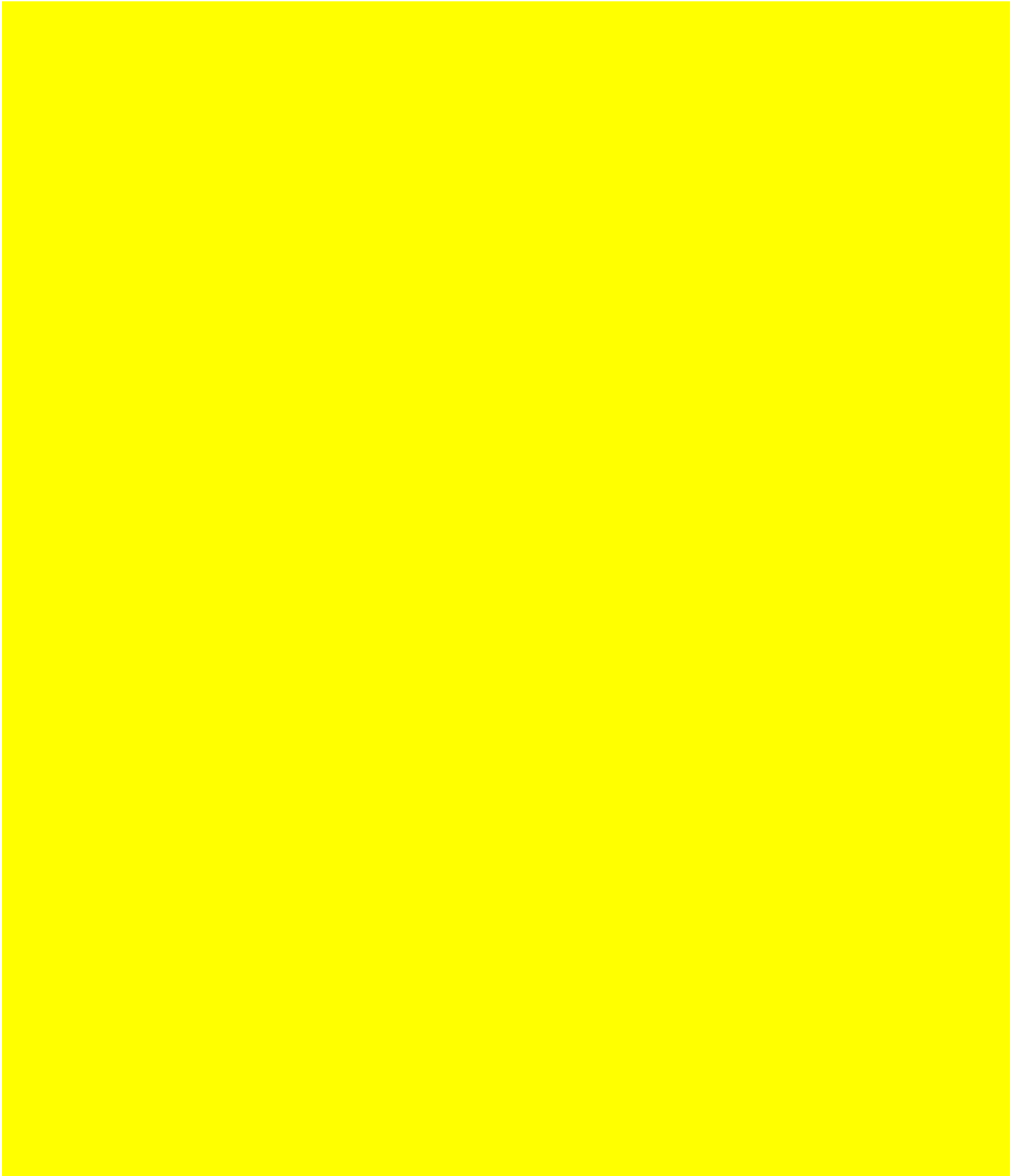
T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers are required to submit each of the following items with their tender as per the TENDER SUBMISSION CHECKLIST. Each item must be circled and submitted as indicated. These items are considered “gate keepers”. Failure to submit an item which is a gatekeeper will result in the tender declared non-responsive and as a result disqualified.

TENDER SUBMISSION CHECKLIST			
	Tender split into “Qualification Documents and Technical Proposal” and “Financial Proposal” sections as detailed in F.2.13.5	Yes/ No	-

Envelope 1 – “Qualification Documents”					
ITEM	COMPLETED		FOR USE ONLY		
	YES	NO	YES	NO	COMMENT
Completed Bid Submission Checklist – Envelope 1					
Record of Addenda to Tender Documents					
Compulsory Enterprise Questionnaire					
SBD 1 – Invitation to Bid					
SBD 2 – Tax Clearance Certificate Requirements					
SBD 3.3 -Pricing Schedule					
SBD 4 – Declaration of interest					
SBD 5 – The National Industrial Participation Programme					
SBD 6.1 – Preference points claim form in terms of the preferential procurement regulations 2017					
Certificate substantiating the B-BBEE status level of contribution/Sworn Affidavit					
SBD 8.1 – Declaration of bidder’s past Supply Chain Management practices					
SBD 8.2 – Declaration of Undertaking					
SBD 9 – Certificate of Independent bid determination					
Conflict of Interest Declaration					
Resolution by Directors/ Members/ Trustees					
Certificate of Authority for Partnership/ Joint Ventures/ Consortiums					
Financial statements for the past two(2) years					
Valid Construction Industry Development Board (CIDB) Certificate					
Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing					
Enterprise Registration Certificate					
Certified Identification documents					
Company share certificates if applicable					
Central Suppliers Database Report					
Proposed key personnel					
Qualifications and professional registration of key personnel					
Reference letters for similar work experience -3ME or higher or alternatively 3EB or higher CIDB related work					



COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS

OVERBERG WATER BOARD (OWB)

COMPULSORY ENTERPRISE QUESTIONNAIRE

FORM C: PART 1: PARTICULARS AND RECORD OF SERVICE OF THE STATE

The following particulars must be furnished:

Section 1: Name of enterprise:			
Section 2: VAT registration number:			
Section 3: CIDB registration number:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership, and attach separate page if more than three partners			
Section 5: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 6: Record of service of the state			
Indicate, by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:			
<ul style="list-style-type: none"> a member of Parliament a member of the National Assembly or the National Council of Provinces a member of any provincial legislature a member of any municipal council a member of the board of directors of any municipal entity a member of an accounting authority of any national or provincial public entity 	<ul style="list-style-type: none"> an employee of Parliament or a provincial legislature an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) an employee of any municipality or municipal entity 		
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, board or organ of state served and (tick appropriate principal shareholder or position held** stakeholder**	Name of institution, public office, board or organ of state served and (tick appropriate principal column)**	Status of service	
		Current	Within last 12 months

** Attach additional pages if more space is required

OVERBERG WATER BOARD (OWB)

Section 7: Record of spouses, children and parents in the service of the state

Indicate, by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following:

- | | |
|---|--|
| a member of Parliament | an employee of Parliament or a provincial legislature |
| a member of the National Assembly or the National Council of Provinces | an employee of any national or provincial OVERBERG WATER BOARD (OWB), national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | an employee of any municipality or municipal entity |
| a member of any municipal council | |
| a member of the board of directors of any municipal entity | |
| a member of an accounting authority of any national or provincial public entity | |

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent***	Name of institution, public office, board or organ of state served and position held***	Status of service (tick appropriate column)***	
		Current	Within last 12 months

*** Attach additional pages if more space is required

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- (ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I am not / we are not associated, linked or involved with any other tendering entities submitting tender offers and that I / we have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the information provided above in Sections 1 to 7 of Form C: Part 1 is within my personal knowledge and is to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise name: _____

FORM C: PART 2: DECLARATION OF INTEREST

Every question must be answered individually on this form and the required information must be provided, whether a relationship is present or not.

Failure to do so will invalidate your tender.

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare whether:
 - the tenderer is employed by the State; and/or
 - the legal person (tendering entity) on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. **In order to give effect to the above, the following questions must be answered and the required information provided and submitted with the tender.**
 - 2.1. The names of all directors/ shareholders²/members/partners/individual owners/trustees and their individual identity numbers and tax reference numbers are to be inserted in the table below. If applicable, State Employee / PERSONNEL numbers must be indicated in the last column.

Full Name	Position held (director, shareholder, member, partner, individual owner, trustee, etc.)	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personnel Number if applicable

If the space provided above is insufficient, details as specified above can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the table above.

¹“State” means:

- (a) any national or provincial OVERBERG WATER BOARD (OWB), national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) any provincial legislature;
- (d) the National Assembly or the National Council of Provinces; or
- (e) Parliament.

²“shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

OVERBERG WATER BOARD (OWB)

2.2. Full names of tenderer or his or her representative:

.....

2.3. Identity Number:

.....

2.4. Position (e.g., director/shareholder/member/partner/individual owner/trustee) occupied in the company/close corporation/partnership/sole proprietorship/trust (referred to hereinafter as the "tendering entity"):

.....

2.5. Registration number of tendering entity:

.....

2.6. Tax reference number of tendering entity:

.....

2.7. VAT registration number of tendering entity:

.....

If the space provided for any of paragraphs 2.8 to 2.14 below is insufficient, the required information can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the relevant paragraph below.

2.8. Are you or any person connected with the tenderer presently employed by the State? **Kindly mark the applicable answer with a tick** √.

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

If yes, furnish the following particulars:

2.8.1. Name of director/shareholder/member/partner/individual owner/trustee/other connected person:

.....

2.8.2. Name of State institution which employs you or the person connected to the tenderer:

.....

2.8.3. Position occupied in the State institution:

.....

2.8.4. Any other particulars:

.....

.....

.....

OVERBERG WATER BOARD (OWB)

2.9. If the State presently employs you or any person connected with the tenderer, was the appropriate authority to undertake remunerative work outside employment in the public sector obtained from the State? **Kindly mark the applicable answer with a tick** ✓.

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

2.9.1. If yes, attach proof of such authority to the tender document. (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender). **Kindly mark the applicable block with a tick** ✓ **to indicate whether such proof has been attached to the tender document.**

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

2.9.2. If no, furnish reasons for the non-submission of such proof:

.....

.....

.....

2.10. Did you or your spouse or any of the tendering entity's directors/shareholders/members/partners/individual owners/trustees or their spouses conduct business with the State in the previous twelve months? **Kindly mark the applicable answer with a tick** ✓.

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

2.10.1. If yes, furnish particulars:

.....

.....

.....

2.11. Do you or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation or adjudication of the tender? **Kindly mark the applicable answer with a tick** ✓.

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

2.11.1. If yes, furnish particulars:

.....

.....

.....

OVERBERG WATER BOARD (OWB)

2.12. Are you or any person connected with the tenderer aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender? **Kindly mark the applicable answer with a tick √.**

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

2.12.1. If yes, furnish particulars:

.....

.....

.....

2.13. Do you or any of the tendering entity's directors/shareholders/members/partners/individual owners/trustees have any interest in any other related companies that are or could be tendering for this contract? **Kindly mark the applicable answer with a tick √.**

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

2.13.1. If yes, furnish particulars:

.....

.....

.....

2.14. Have you or any of the tendering entity's directors/shareholders/members/partners/ individual owners /trustees or the tendering entity in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the Overberg Water Board or any of its employees or their families in the last 12 months? **Kindly mark the applicable answer with a tick √.**

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

2.14.1. If yes, furnish particulars, including the estimated value:

.....

.....

.....



OVERBERG WATER BOARD (OWB)

3. DECLARATION

I, THE UNDERSIGNED (*full name of signatory*)

REPRESENTING (*name of tendering entity*)

IN MY CAPACITY AS

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 ABOVE IS CORRECT (WHERE APPLICABLE, I HAVE TAKEN REASONABLE DILIGENT STEPS AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT).

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE:

DATE:



OVERBERG WATER BOARD (OWB)

FORM C: PART 3: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Provision of works as detailed in RFP: OW 435/2018/19

“REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMTRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”

in response to the invitation for the tender made by:

OVERBERG WATER BOARD

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:that:
(Name of Tenderer)

OVERBERG WATER BOARD (OWB)

I have read and I understand the contents of this Certificate;
 I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
 Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- (f) tendering with the intention not to win the tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 such tenderers 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.

.....
 Signature

.....
 Date

.....
 Full name of signatory

.....
 Capacity of signatory



OVERBERG WATER BOARD (OWB)

B. SBD 1 – INVITATION TO BID

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF OVERBERG WATER BOARD (OWB)/ PUBLIC ENTITY)					
BID NUMBER:	RFP: OW 435/2018/19	CLOSING DATE:	07 FEBRUARY 2020	CLOSING TIME:	12:00
DESCRIPTION	REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

OVERBERG WATER BOARD					
Ground Floor, Trident Park 3, 1 Niblick Street, Somerset West, 7137, Cape Town					
Somerset West, 7137, Cape Town					
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					
	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
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			



OVERBERG WATER BOARD (OWB)

CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
OVERBERG WATER BOARD (OWB)	OVERBERG WATER BOARD (OWB)	CONTACT PERSON	Mr. D Fransman/A Lotz
CONTACT PERSON	Mr. TP Motlhaga	TELEPHONE NUMBER	021 850 0372/ 028 214 3511
TELEPHONE NUMBER	021 850 0372	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	dfransman@overbergwater.co.za/ alotz@overbergwater.co.za
E-MAIL ADDRESS	tmotlhaga@overbergwater.co.za and scm@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) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 TAX COMPLIANCE STATUS (TCS) 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	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

“REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”

F. SBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹
2. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-
 - the bidder is employed by the state; and/ or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder², member: _____
 - 3.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 4 below.

¹ *SCM Regulations: "in the service of the state" means to be–*
(a) a member of–
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of public entity or constitutional institution;
(c) an official of any municipality or municipal entity;
(d) an employee of OVERBERG WATER BOARD (OWB), national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

² *Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

OVERBERG WATER BOARD (OWB)

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Number	Employee Number



OVERBERG WATER BOARD (OWB)

The tenderer hereby certifies that the information set out in this schedule and/ or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/ or (in the event that the tenderer is successful) the cancellation of the contract and/ or steps in terms of the Abuse Policy.

5 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2, 3 and 4 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 5 – THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the OVERBERG WATER BOARD (OWB) of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million. or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two (2) year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE OVERBERG WATER BOARD (OWB) OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rand), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rand) is to cater for multiple contracts for the same goods, works or services; renewable

contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- (a) Bid / contract number.
 - (b) Description of the goods, works or services.
 - (c) Date on which the contract was accepted.
 - (d) Name, address and contact details of the government institution.
 - (e) Value of the contract.
 - (f) Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (i) the contractor and the DTI will determine the NIP obligation;
 - (ii) the contractor and the DTI will sign the NIP obligation agreement;
 - (iii) the contractor will submit a performance guarantee to the DTI;
 - (iv) the contractor will submit a business concept for consideration and approval by the DTI;
 - (v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (vi) the contractor will implement the business plans; and
 - (vii) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.



OVERBERG WATER BOARD (OWB)

Bid number:	Closing date: 07 FEBRUARY 2020 at 12H00
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

SBD 6.1 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).

1.21.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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;
- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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 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

OVERBERG WATER BOARD (OWB)

(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 least 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.

OVERBERG WATER BOARD (OWB)

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
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SBD 8.1 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - (a) abused the institution’s supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such system; or
 - (c) failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars: -		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 8.2 – DECLARATION OF UNDERTAKING

BID REFERENCE NUMBER: OW 435/2018/19

REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMTRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.²

We also underscore the importance of adhering to minimum social standards (core labour standards) in the implementation of the project. We undertake to comply with the core labour standards ratified by the country of South Africa.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of South Africa.

We also declare that our company/ all members of the consortium has/ have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/ all members of the consortium will immediately inform the Overberg Water Board if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Overberg Water Board shall be entitled to exclude us/ the consortium or, if the contract is awarded to our company/ the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

.....
(Place)

.....
(Date)

.....
(Name of company)

.....
Signature(s)

² See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

SBD 9

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CONFLICT OF DECLARATION INTEREST

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the Overberg Water Board for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

- If yes, the tenderer is required to set out the particulars in the table below:

The tenderer hereby certifies that the information set out in this schedule and/ or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/ or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature _____ Date _____
 Print name:
 On behalf of the tenderer (duly authorised)

RESOLUTION BY DIRECTORS / MEMBERS / TRUSTEES

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC) or Trustees (if the tenderer is part of a Trust)

Name of tenderer:

Meeting held at _____ (place)

On _____ (date)

RESOLVED THAT: The Tenderer submits a tender to the Overberg Water Board in respect of
“REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING AND TELEMTRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS (3-YEARS)”

1. Mr/Ms _____ in his/her capacity as _____
and who will sign as follows:

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the tenderer.

Note: The resolution must be signed by all the directors/ members of the tenderer. Should the space provided below not be sufficient for all directors/ members to sign, please attach a separate sheet to this returnable document in the same format.

OVERBERG WATER BOARD (OWB)

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7.			
8.			
9.			
10.			

CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS / JOINT VENTURES / CONSORTIUMS

This schedule is to be completed if the tender is submitted by a partnership/joint venture/consortium.

2. We, the undersigned, are submitting this tender offer as a partnership/joint venture/consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/ joint venture/ consortium's behalf.

3. By signing this schedule the partners to the partnership/ joint venture/ consortium:
 - 3.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/consortium;

 - 3.2 agree that the Overberg Water Board shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder:
Financial Institution:
Branch Code:
Account No.: _____

 - 3.3 agree that in the event that there is a change in the partnership/ joint venture/consortium and/or should a dispute arise between the partnership/ joint venture/consortium partners, that the Overberg Water Board shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the Overberg Water Board is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/ joint venture/ consortium) notifying the Overberg Water Board of the details of the new bank account into which it is required to make payment.

 - 3.4 agree that they shall be jointly and severally liable to the Overberg Water Board for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the Overberg Water Board as a result of breach by the successful tenderer/ supplier. The partnership/ joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to tender returnable document "S".

PROPOSED KEY PERSONNEL

The Tenderer must guarantee the presence of the senior expert in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at two (2) weeks is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), for the execution of the work, together with their qualifications, experience and positions held:

Designation	Name and nationality of nominee or alternate	Summary of qualifications, experience and present occupation

QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL

The experience of the tenderer or joint venture partners key staff must be demonstrated through the provision of the following:

- Qualifications of keystaff to deliver a project of this nature;
- Professional Registration Status;
- Experience in projects of a similar nature (i.e. letter from previous clients – also see item 3.9.6); and
- Any supplementary information.

Copies of qualifications and professional registrations must be certified by a Commissioner of Oath. The description should be put in a tabular format with the following headings:

Name of key staff member employer, duration of service, tel. no.	Description of work undertaken in projects of a similar nature	Value of work/ contracts undertaken inclusive of VAT (rand)	Date started and completed

ORGANISATIONAL CHART

The Tenderer must provide a Organisational Chart identifying all resources indicated in response to this tender and all support staff required to ensure successful delivery of the project.

The Organisational Chart must include reporting lines and interfaces to OVERBERG WATER BOARD (OWB). The Contractor to also accommodate for site meetings and visits.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

REFERENCE LETTER FOR OF A SIMILAR WORK

The Tenderer must demonstrate their track record and experience of a similar nature by providing three (3) Reference Letters which contains the following information:

- All Reference Letters to be on Employer’s letterheads;
- Reference to the specific project;
- Project value;
- Tenderer’s involvement in similar work;
- Value portion of tenderer’s involvement; and
- Clear indication of Employer’s impression of tenderer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)



OVERBERG WATER BOARD (OWB)

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1. AGREEMENT AND CONTRACT DATA

C1.2 Contract Data

PART C2. PRICING ASSUMPTIONS

C2.1 Pricing Data

C2.2 Bills of Quantities

PART C3. SCOPE OF WORKS

C3.1 Scope of Works

C3.2 Project Drawings

PART C4. SITE INFORMATION

C4.1 Site Information

C4.2 Local Labour and Enterprise goals

COLOUR CODED FLYSHEET IN ACCORDANCE
WITH CIDB REQUIREMENTS

PART C1. AGREEMENT AND CONTRACT DATA

C1.2 - CONTRACT DATA

JBCC 2014 PRINCIPAL BUILDING AGREEMENT

(Edition 6.1 of March 2014)

CONTRACT DATA FOR

The conditions of contract 1 to 30 of the **JBCC** Series 2014 Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee.

Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021-4626431), Master Builders Association (011-205-900; 021-6852625), South African Association of Consulting Engineers (011 463 2022) or South African Institute of Architects (011 486 0684; 021 424 7128)

CONTRACT VARIABLES

THE SCHEDULE

The **schedule**, as referred to in the contract agreement, is contained in this contract data section, contains the variables required for this contract and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this **agreement**

Spaces requiring information must be filled in, shown as 'not applicable 'or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided, the information should be annexed hereto and cross-referenced to the applicable clause of **Schedule**. Key cross reference clauses are italicised in [] brackets, where applicable.

		CONTRACTING AND OTHER PARTIES		
A1		REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)		
A2		REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)		
A3	Scheme:	Rûensveld-West	Rûensveld-East	Duivenhoks
	Farm Name:	Mariasdal	Swellendam	Kruis Rivier
	GPS Coordinates:	-34.095319, 19.314672	-34.076234, 20.245964	-34.059237, 20.959151
A4		<p>Employer:</p> <p>Overberg Water Board</p> <p>Postal Address:</p> <p>P.O. Box 1005, Somerset Mall, 7137</p> <p>Tel: 021 850 0372</p> <p>Physical Address:</p> <p>Ground Floor, Trident Park 3, 1 Niblick Way, Somerset West, 7130</p>		
A5		<p>Principal Agent:</p> <p>Mr. C. Stewart (Pr. Tech. Eng)</p> <p>Postal Address:</p> <p>P.O. Box 1005, Somerset Mall, 7137</p> <p>Tel: 021 850 0372</p>		
B		CONTRACT DATA		
2.0		<p>Law, regulations and notices Law of the country applicable to the project</p> <p>The law applicable to this agreement shall be that of the: Republic of South Africa</p>		

5.0		Contract Documents
5.1		Signed contract documents held by the principal agent and Employer.
5.55.5		One (1) copy of the signed construction documents will be supplied to the contractor free of charge

Contract documents comprising		
Description	Marked	Notes
JBCC Principal Building Agreement Ed 6.1- March 2014	--	--
JBCC PBA Contract Data Ed 6.1-March 2014	--	--

6.0 Employer's Agents

6.3 Description of interests of agents in the project other than professional services, if applicable

N/A

Contract drawings				
Description	Date	Marked	Number	Revision
Detail A: Sectional View of plenum	06/02/2019	Tender		
Detail B: Photograph of auxiliary pipework at Rûensveld West	06/02/2019	Tender		
Rebar detail in PVC pipe	06/02/2019	Tender		
Modified PVC pipe	06/02/2019	Tender		
Nameboard example	06/02/2019	Tender		

10.0	INSURANCES Contracts Works Insurance to be effected by the contractor: <ul style="list-style-type: none"> To the minimum value of the contract sum plus 10% Public Liability insurance to be effected by the contractor: <ul style="list-style-type: none"> For the sum of R 10 million
11.0	SECURITY The Contractor shall provide a Guarantee for Construction to the employer: Yes
12.0	DUTIES OF THE PARTIES = EMPLOYER = SITE
12.1.2	There will be no alterations or additions to the existing works, apart from removing existing and installing new false floors, pipework, nozzles and sand. The contractor needs to make the necessary arrangements with the Scheme Manager as an when the filters will be decommissioned.
12.1.2	Yes, the premises will be occupied by employees of Overberg Water Board. Overberg Water operates on a 24hour basis, however, construction work will only be completed during the core working hours (8am to 6pm). See Scope of Works for details.
12.1.3	Based on site inspection, any relevant features to be removed or retained will be noted.
12.1.4	The Contractor will not occupy the building site without the approval of the Principal Agent. The Contractor will also need to provide ablution facilities for all of the workers related to the project.
12.1.5	The employer will provide water and electricity for all construction work at no cost. The water and electricity provided will be for the express purpose of facilitating the completion of the project (both Building and Testing phases).
12.1.6	The Contractor needs to submit proof of registration documents to FEMA and all Occupational Health Safety requirements before commencing construction work on site.
12.1.7	Seven (7) days after the Tender Award
12.1.12	N/A
14.0	N/A
16.0	N/A

19/20/24 Practical completion/ penalty for late completion

	Inspection = Working days	Date of practical completion	Penalty Currency	Penalty amount per calendar day
19.0	Practical completion of the works as a whole	2 months from the commencement date	Rand	R750

19.0 Practical Completion

19.1.1 Items that do not have to be complete to achieve practical completion

N/A

19.1.1 Criteria to achieve **practical completion**

All of the works to be completed as specified in the Priced Document and Scope of Works

25.0	PAYMENT
25.1	The Currency will be South African Rand (ZAR)
25.2	Payment certificates will be measured on the 25 th of every month and paid within 30days after having received a valid tax invoice.
25.3.3	No Guarantee for Advance Payment will be accepted.

CHANGES MADE TO JBCC DOCUMENTATION

CLAUSE 1.1 DEFINITIONS:

COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect.

CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion.

CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the procurement process or in the contract execution.

FRAUDULENT PRACTICE - means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open completion.

GUARANTEE FOR CONSTRUCTION - means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.

INTEREST – means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rates as determined by the Minister of Finance, from time to time, in terms of section (80)(1)(b) of the Public Finance Management Act, 1999(Act No.1 of 1999).

PRICED DOCUMENT - means bills of quantities, provisional bills of quantities, price schedules, schedule of rates or other documents as are appropriate to this agreement.

PRINCIPAL AGENT - means the person or entity appointed by the employer and named in the schedule.

SECURITY - means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.

8.3 Physical Loss and Repair Damage to the works

8.3.1 - Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

8.3.2 - The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/ or repair the **works**.

8.3.3 - The **contractor** shall carry full risk of damage to destruction of the **works** and materials paid for by the **employer** that is the results of the expected risks as set out in 5.5.

Add clause

8.3.4 - Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destruction portions of the works and the costs of such reinstatement shall be measured and in terms of 26.0 hereof.

Add the following as 10.12

10.12 Injury Persons or loss of or damage to Properties

10.12.1 The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim, or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course or caused by the execution of the **works** unless due to any act or neglect of any person of whose actions the **employer** is legally liable.

10.12.2 The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable

or personal property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable.

10.12.3 The **contractor** shall, upon receiving **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workman like manner at his own cost and default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.

10.12.4 The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of **certificate of practical completion**.

10.12.5 Where the execution of the **works** involves the risk of removal of lateral support to adjoining properties, including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.

10.12.6 The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and execute the **works**.

Add the following as 10.13

10.13 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area ", that area is an area which is subject to high unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole formation the following will apply:

10.13.1 Damage to the works

10.13.1.1 The **contractor** shall, from the **commencement date** of the **works** until the date of certificate of completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon catastrophic ground movement as mentioned above. The contractor shall take precautions and security measures and other steps for the protection of the works as he may deem necessary.

10.13.1.2 - When so instruction to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and rebuild, restore, replace, and/or repair the **works**, at the **contractor's** cost.

10.13.2 - Injury to persons or loss of or damage to property

10.13.2.1 - The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against and liability, loss, claim, proceeding arising anytime during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

10.13.2.2 - The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.

10.13.3 - It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.13.1 and 10.13.2. Without limiting the **contractor's**

obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so.

10.13.4 - The **employer** shall be entitled to recover any and all losses and/or damage of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.13.1;10.13.2 and 10.13.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole.

Replace the entire clause 11.0 with the following:

11.0 SECURITY

11.1 - In respect of contracts with **contract sum** up to R 1 million the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of ten percent (10%) of the value certified in the **payment certificate** (excluding VAT), up to maximum of five percent (5%) of the value of the contract (excluding VAT).

11.1.1 - The payment reduction of the value certified in a **payment certificate** shall be in terms of 25.3.3

11.1.2 - The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**.

Replace clauses 12.2 and 12.2.2 with the following:

12.2 - On acceptance of the tender or negotiated amount, the **contractor shall** submit:

12.2.2 - No clause

Add 12.2.22 as follows:

12.2.22 - An accepted health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of **commencement date**. **The contractor will not commence any works on site before receiving the necessary approval of the OHS Plan from the principal agent.**

Add 12.4 and 12.5 as follows:

12.4 - Construction programme and "milestone dates"

12.4.1 - The **contractor** shall prepare and submit a detailed programme of the **works** with in fourteen (14) **calendar days** from the site handover date, to the **principal agent** and **employer**, to enable the **principal agent** and **employer** to assess the progress of the **works**. The **contractor** shall coordinate n/s **subcontractor's** and **direct contractors'** programme with his own and implement and modify the programme should any significant deviation take place. Copies of the programme and all supporting documents and all updates shall be issued timeously and at each monthly progress meeting to the **principal agent, employer and** relevant parties.

12.4.2 - The **principal agent** shall determine a number of significant "milestones" in the construction progress of the **works** and the **contractor** shall provide dates to the **employer** on which these milestones are to be achieved. Failure to achieve these milestones dates may result in the employer cancelling the contract in terms of 29.1

12.5 - The circumstances for which the **contractor** is entitled to a revision of "milestone dates" are delays to "milestone" achievement caused by delays as listed under clauses 23.1.1 to 23.1.6 and 23.2.1 to 23.2.11

25.10 Amend as follows:

25.10 - Payment reduction according to security selection in terms of 11.0

25.10 - Where a **security** is selected in terms of 11.1 the value of the **works** in terms of 25.3.1 and the **material and goods** in terms of 25.3.2 shall be certified in full. The value certified shall be subject

to the following percentage adjustment:

25.10.1 - Ninety-five per cent (95%) of such value in interim **payment certificate** issued up to **payment certificates** to a value of ninety-five per cent (95%) of the **contract sum**. Once the maximum payment reduction has been reached, the **principal agent** shall determine the appropriate percentage of reduction to maintain the **security** at the maximum payment and adjustment level until the percentage of reduction is reduced in terms of 25.10.1.

25.10.2 - Ninety-seven and a half per cent (97.5%) of such value in the interim payment **certificates** issued on the date of **practical completion** and up to, but not excluding, the date of **final completion**.

25.10.3 - One hundred per cent (100%) of such value in the **final payment certificate** in terms of 26.10 except where the amount certified is in favour of the **employer**. In such event payment reduction, shall remain at the adjustment level applicable to the final **payment certificate**.

27.1 - Add the following clauses 27.2.11 to 27.2.15

27.2.11 - The **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract.

27.2.12 - The **contractor's** failure to or neglect to proceed with the works in terms of the contract.

27.2.13 - The **contractor's** failure to or neglect for any reason to complete the **works** in accordance with contract.

27.2.14 - The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any **contract instructions** and/or orders in writing given in terms of the contract.

27.2.15 -The **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

Add the following clause: 29.33

29.33 - Notwithstanding any clause to the contrary, on cancelation of this **agreement** either by the **employer** or the **contractor**, or of any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from **site**. The **contractor** shall not be entitled to refuse to withdraw himself from the **works** on the grounds of any lien or right of retention or on the grounds of other right whatsoever.

30.2 Change " **ten (10)** "to **fifteen (15)**" and by addition of the following to the end thereof:

Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning mediation and equally share the costs of the **mediator** and related costs.

Add the following to 30.0 Dispute Resolution

NOTIFICATION OF THE REQUIREMENT FOR CONTRACTOR PERFORMANCE REPORT

The principal agent shall issue to the Contractor together with the certificate of practical completion a completed CIDB Performance Report. Unless the contractor within one week of receiving such report disputes its findings, the report shall be deemed to reflect the performance of the contractor. Disputes relating to the findings of the report shall be dealt with in accordance with -provisions of clause 30.

C TENDER CLOSING

Tender closing date:	07 FEBRUARY 2020	Tender closing time:	12:00
Tender closing place:	Ground Floor, Trident Park 3, 1 Niblick Way, Somerset West, Cape Town		
Submission Address:	Ground Floor, Trident Park 3, 1 Niblick Way, Somerset West, Cape Town		
Delivered in electronic format:	No	E-mail address:	N/A
Alternative offer	No	Only if original	Yes

considered:		tender submitted:	
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D TENDERERS'S SELECTION (to be completed by the tenderer)			
11.0 Securities	Obligation (please circle)	Yes	No
11.1.2 Guarantee construction (variable)	If specified, contractor's choice: Yes/No		
11.1.3 or Guarantee construction (fixed)	If specified, contractor's choice: Yes/No	N/A	N/A
11.1.4 Guarantee for Advanced payment	Provided by the contractor Yes/No:	N/A	N/A
11.4 Guarantee for Payment	Provided by the employer Yes/No:	N/A	N/A

19.0	The annual building holiday period after commencement of the construction period: From: 16 December to 10 January
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26.0 Payment/ Adjustment of Preliminaries

Payment for Preliminaries	
Option A:	Applicable
Option B:	Not Applicable
Adjustment of Preliminaries	
Option A:	Applicable
Option B:	Not Applicable

SIGNATURES OF THE CONTRACTING PARTIES:

Thus done and signed _____ on _____

Name of Signatory

for and behalf of the **Employer** whom by signature hereof warrants authorisation hereto

Capacity of Signatory

as Witness

Thus done and signed _____ on _____

Name of Signatory

for and behalf of the **Contractor** whom by signature hereof warrants authorisation hereto

Capacity of Signatory

as Witness

C2: PRICING DATA

1. NOTICE OF SITE INSPECTION

- 1.1 Bidders will be invited to quote against specific installations at some of the water treatment works in the respective regions. Bidders are therefore invited to the compulsory site inspections that will be held at various venues across the country. The bidders will be given specific instructions and allowed to examine some of the items listed in the bid schedules.
- 1.2 Bidders are advised to visit the site to acquaint themselves with the local conditions.
- 1.3 Claims that may arise at a later stage due to lack of information in this regard WILL NOT BE CONSIDERED.
- 1.4 Prospective Bidders are further advised to make their own arrangements for additional site visits, a general site visit will be arranged by the Engineer. Bidders wishing to obtain access to site shall contact the Engineer, who will co-ordinate such visit with the Overberg Water Board personnel.

2. SITE INSPECTION DATE

The site inspection date is outlined in the document and is not compulsory site meeting

OPERATIONAL AREA	VENUE FOR COMPULSORY SITE MEETING	CONTACT PERSON	CONTACT NUMBERS
Duivenhoks	Duivenhoks Water Treatment Plant	Mr. Leonard Van Niekerk	Landline: 028 722 8000

Should there be any difficulties in contacting the above listed officials please contact Mr. T. Motlhaga on Landline: (021) 851 2155.

NOTE: PLEASE NOTE THAT NO CLAIMS FOR ATTENDING THE SITE BRIEFING / SESSION SHALL BE CONSIDERED. ALL COSTS PERTAINING TO ATTENDING THIS SESSION SHALL BE BOURNE BY THE CONTRACTOR(S).

PRICE SCHEDULES

The price schedules herewith will be used during the Contract period.

PRICING SCHEDULE FOR MECHANICAL ENGINEERING SERVICES			
No.	Description	Rate (%)	Rate (R'0)
1	Call out fee		
2.	Mechanical Engineer (Professional Engineer)		
3	Technologist		
4	Technician		
5	Artisan -Plumber,Fitter and Boiler-Maker		
6	Travelling per kilometre (In accordance with OWB travelling rate per kilometre)		
7	Material and Plant Hire (Mark-up on cost)		
	Sub-TOTAL		
	15 % OF VAT		
	TOTAL		

PRICING SCHEDULE FOR ELECTRICAL ENGINEERING SERVICES AND TELEMTRY			
No.	Description	Rate (%)	Rate (R'0)
1	Call out fee		
2.	Electrical Engineer (Professional Engineer)		
3	Technologist		
4	Technician		
5	Artisan -Electrician		
6	Travelling per kilometre (In accordance with OWB travelling rate per kilometre)		
7	Material and Plant Hire (Mark-up on cost)		
	Sub-TOTAL		
	15 % OF VAT		
	TOTAL		

Pricing Instructions:

- 2.1 By signing the Price Schedule, a bidder warrants that:
 - 2.1.1 the relevant quotation is correct;
 - 2.1.2 the rates(s) and prices(s) quoted cover all the work/item(s) specified in the quotation document;
 - 2.1.3 the rate(s) and price(s) cover all the supplier's obligations under a resulting contract, including all disbursements;
 - 2.1.4 any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the supplier's risk.
- 2.2 Bidders must show VAT payable separately on the Price Schedule.

SIGNED at _____(place) on the _____ day of _____(month),
20____.

Working Hours:

The contractor shall work 8 hours per day. Time shall be in accordance with OWB regulations or as agreed between the Contractor and OWB.

Overtime:

The Contractor shall request in writing approval prior to working overtime. Approval will be granted at the discretion of the Engineer. The contractor shall, at request of the Engineer, indicate the benefit of the overtime to the Water Board. Emergency repairs will be exempted from the above prior approval process. Overtime shall be in accordance with the Basic Conditions of the Employment Act.

Travelling time:

The travelling time shall be the rates charged for personnel while travelling to and from site in order to execute the required tasks.

Transport Costs

Tariff shall be in accordance with the OWB travelling and subsistence policy. No back charge of tariffs will be made before the under-mentioned dates for invoices already processed. Contractor shall claim travelling costs from the scheme (where the service is required) to the plant/reservoir or area where the fixing must occur.

Equipment Costs

The contractor shall charge % in indicated in the pricing schedule for plant equipment hire required for the service. Small tools, instruments and quality control instruments cost such as vacuum cleaner, drills, angle grinders etc. shall be considered to be part of the Production Artisan, Quality Inspector's, etc labour cost. For the purpose of performing factory tests as required in terms of this specification and where considered practical according to the discretion of the Engineer, complete assemblies will be required.

Labour information

The Bidder shall submit, with their **bid**, a complete list of **personnel** to be involved with this contract together with summarised Curriculum Vitae. The **Curriculum Vitae** shall indicate details such as **name, age, nationality, date of nationality** including qualifications and **relevant** experience. The bidder shall also submit an organogram as per the list of returnable documents. Failure to submit the supporting CVs with the bid **may** disqualify your bid.

Personnel: Individuals in the permanent employment of the contractor.

The contractor shall at all times keep the list updated for his and his sub-contractor's staff.

Workshop

The Contractor's workshop shall be situated where possible within the boundaries of the applicable Operational Areas or located within reasonable distance from the major schemes.

Facilities

The Contractors workshop must have the facilities to perform maintenance, repair and refurbishment of equipment.

Equipment deemed essential:

Overhead crane, welding facilities, lathe, drill press, hydraulic press, hydraulic testing facilities (pressure testing).

Organisational Capability

The Engineer will evaluate the organisation, technical personnel and supportive personnel of the contractor.

PART C3. SCOPE OF WORKS

The employer wishes to appoint a prospective contractor to “REPAIRS AND MAINTENANCE OF THE ELECTRICAL ENGINEERING , MECHANICAL ENGINEERING AND TELEMETRY SYSTEM CONTRACTOR ON AN AS AND WHEN REQUIRED BASIS BY OVERBERG WATER BOARD FOR THE PERIOD OF 36 MONTHS(3-YEARS)”.

Electrical Equipment

The Electrical Engineering Contractor will need to complete the following works as and when required on site:

- Powerlines and substations
- High Mast Lights
- Electrical Reticulations
- Electrical Distribution Supply Panels/Boards
- Variable Speed Drives
- High Voltage & Low Voltage Services
- Design & Engineering
- Maintenance, Servicing & Repairs
- Pump motor installations
- Electrical software
- Harmonic Filters
- Solar Panels & other green technology
- Labour for electrical component servicing and repairs (Per hour for both normal and after hours)
- Installation and de-installation of electrical equipment.

- Testing and commissioning of electrical equipment.
- Vacuum, clean and inspect all switchboards on a quarterly basis.
- Transport of equipment to and from site where necessary (per km).
- Stripping of any electrical equipment where necessary.
- General electrical reticulation and lights.
- Induction and synchronous motors with sizes ranging from 1 kW up to 300 kW, at voltages of 380 V.
- Low voltage switchgear 380 V.
- Generators (up to 500 kVA).
- Direct current supply units (50 V up to 110 V).
- Control panels for pump-sets, valves and dam control gates.
- Meters, general instrumentation and large controllers.
- Electrical circuits (Cranes, Gates, Valves etc.).
- Radio and telemetry equipment.
- Instruments and computer controlled equipment.
- Electrical actuators.

Mechanical Equipment

The Mechanical Engineering Contractor will need to complete the following works/projects as and when required on site:

- Process Plant Projects
- Rig & maintenance Projects
- Shutdown & Plant Maintenance Projects
- Structural Steel Works Projects
- Fire Fighting Systems
- Recovery Plants & Equipment
- Desalination Equipment
- Fabrication of specialized water treatment equipment
- Installation of water treatment equipment
- Labour for pump and valve technicians for servicing and repairs (Per hour for both normal and after hours)
- Diving Services (per hour)
- Diving equipment hire (per hour)
- Labour for electro-mechanical technicians where necessary e.g. control valves, mixers, blowers, etc. (Per hour for both normal and after hours)
- Installation and de-installation of pump/valve equipment.

- Testing and commissioning of mechanical equipment.
- Transport of equipment to and from site where necessary (per km).
- Stripping of any mechanical equipment where necessary.
- Borehole-pumps at installations.
- Pipelines with diameters of up to 3 m in diameter.
- Pipe material: Steel, Pre-stressed Concrete, Asbestos Cement, Glass Reinforced Plastic and
- Fibreglass.
- Pipeline coatings.
- Pipeline linings (bitumen, epoxy paints and mortar).
- Valves to fit the relevant pipelines of up to 3 m.
- Types of Valves: Butterfly, needle, gate, reflux, ball, air, sleeve, body and float control valves.
- Electrically, hydraulically and air operated actuators for operation of the valves
- Dam control gates: Emergency and Slab Gates.
- Maintenance gates, plugs. 2.2 m X 2.2 m X 5 Ton.
- Trash racks/screens (maximum 3 m x 4 m).
- Hydraulic equipment for operation of sluice gates.
- Overhead travelling cranes of up to 30 tonnes.

SCADA

- Telemetry, SCADA and Automation Solutions: Design, Supply, Installation and Commissioning of Turnkey and Integrated Monitoring & Control Solutions;
- Wireless Networks: Design, Supply, Installation and Commissioning of Turnkey Digital, Analog, GSM and High Throughput Radio Networks & Integrated Solutions;
- Ultra-Low Power Solutions: Design, Supply, Installation and Commissioning of Turnkey Ultra-Low Power Data RTU/Loggers and Instrumentation operating without AC Power in the GSM and Unlicensed radio frequency spectrum;
- 24/7 Control Room Services to monitor the telemetry system performance and operations, but also monitoring and reporting on the underlying infrastructure health to encourage predictive and preventative maintenance in the water, sewage, electrical, mining and related industries;
- Energy Audits and Energy Efficiency Improvement;
- Data Analysis and Predictive Assessment;
- Business Information System (BIS) Reporting and Data Aggregation; and

- Complete Life Cycle design, supply, operation, maintenance and monitoring of systems

GENERAL

- Water flow meters (ultrasonic, magnetic, differential pressure, propeller) for pipes up to 2.5 m diameter. Small and medium water purification systems for site personnel supply purposes.
- Small sewerage plants for site personnel purposes.

ACTIVITIES TO BE PERFORMED:

Using proven experience and ability the Contractor shall be able to evaluate malfunction, diagnose failure, repair, refurbish, upgrade, test, commissioning and provide skilled maintenance of the following plant equipment:

- Cranes, as well as supply and load testing facilities of up to 30 tonnes, including the issue of appropriate certificates.
- Compressors: Reciprocating, single/multistage centrifugal and lobe compressor units (up to 8 m³/min).
- Switchgear: All types of switchgear, up to and including 11 kV (vacuum and air-blast installations including pneumatic hydraulic or spring devices).
- Switchgear protection equipment.
- Transformers: Up to 2 MVA.
- Valves: Total refurbishment of all types of valves, up to 3 m diameter.
- Dam equipment/structures: Sluice gates, stop logs, screens, hydraulic equipment, etc.
- All types of pipelines with diameters up to 3,5 m: e.g. steel pipes, bitumen wrapped/ 2 pack epoxy, bitumen or mortar lined, mortar pipes, fibreglass, glass reinforced polyester, PVC, etc.
- Electric actuators for up to 3 m diameter valves.
- Electric motors: Up to 300 kW.
- Diesel and petrol driven Gensets up to 500 kVA.
- Internals of centrifugal pumps: Up to 300 l/s and 100 m head.
- Small and medium water purification plants/systems.
- Small sewerage plants/systems.
- Electricity distribution systems for offices, personnel housing and all other relevant equipment.
- Electrified security fencing.
- Such equipment as may be specified from time to time by the Engineer.

Competence in providing the following Engineering Services:

- Efficiency tests on up to 300 kW pump-sets by utilising thermo dynamic testing method with the issue of appropriate test reports.
 - Endoscope inspections on pump/valve/pipeline internals with the issue of appropriate test reports.
 - Rebuilding of pumps to an alternative specification.
 - Machining facilities: Light, medium and heavy machining facilities, fabrication and on site in-situ machining.
 - Corrosion protection coatings as specified by the Board. (Blasting & Coating).
 - Water flow meter and pressure/temperature transducer testing and calibration services and general instrumentation.
 - Mechanical, electrical and technical investigation expertise.
 - Mechanical manufacturing in accordance with drawings of the Board of small as well as large structures such as sluice gates.
 - Reverse mechanical engineering techniques.
 - Oil testing and purification facilities. (Karl Fischer tests included).
 - Tan Delta tests on electrical motors up to 380 V, 200 kW.
 - Underground cable fault location.
 - Radio and telemetry equipment.
 - Instruments and computer-controlled equipment
 - Such engineering services as the Engineer may specify from time to time.
-
- Contractor may be required to appoint and supervise diving contractors, only when there is no Water Board diving operations term contract in place.

Competence in providing the following services:

- Project Management.
- Preventative maintenance plans on large installations with regard to auxiliary and main equipment.
- Liaison with original engineering manufacturers.
- Implementation of statutory safety standards.
- Working procedures on all relevant equipment
- Power consumption versus flow calculations
- Value/cost analysis.

- Material testing/identification capabilities and facilities.
- Safety: All maintenance services must comply to the Occupational and Health Safety Act 85 of 1993.
- Quality: Procedures for services and products must have at the least an ISO 9002 quality listing.
- Test Reports: Test reports shall be provided on all tests performed or as requested by the Engineer.
- Existing Documents: The Department will furnish the necessary documents with regard to the form of reports, such as technical details, components, test results, items replaced and comments where possible.
- New Documents: Prospective Bidders should have the capabilities however of drafting report documents/forms where no official documents currently exist including full Operating and Maintenance Manuals.

General.

- Provision of heavy vehicle transport service repair and maintenance facilities.
- Emergency breakdown service.
- Provision of contractual supervision services.

Electrical Requirements:

General requirements

This Specification describes the usual materials required for the maintenance of electrical installations and general methods of installing these materials.

This specification covers the maintenance of 400/240 V, 50 Hz electrical installations using transformers up to 250 kVA, 600/380 V cables up to 100 mm 4-core, motors up to 100 kW as well as all switchgear, equipment and instrumentation used in conjunction with such installations.

Statutory Requirements

The maintenance and installation of electrical equipment shall always comply with the requirements, stipulations and regulations contained in the following Acts:

Occupational Health and Safety Act 85 of 1993 with special reference to Section 1 (Act & Regulations), Section 2 (Administrative Regulations), Section 6 (Electrical Installation Regulations), Section 13 (Driven Machinery Regulations), Section 14 (Electrical Machinery Installations), Section 15 (General Machinery Regulations) and Section 16 (General Safety Regulations).

Special mention is made to Annexure A1 of Section 6, which will be applicable on completion of the work.

3.2.2.2 The Mines and Works Act, No. 27 of 1956 and subsequent amendments and regulations issued thereunder.

3.2.2.3 The Electricity Act, No. 40 of 1958.

3.2.2.4 Code of Practice for the Wiring of Premises - SANS 10142.

4. VALVES

All valves to be supplied, repaired or refurbished under this contract shall be in accordance with Overberg Water Board specification. It is the responsibility of the Contractor to assure that the supplier / sub Contractor is in possession of the necessary documentation in order to render the required service in accordance with the specification.

5. CORROSION PROTECTION

5.1 The contractor shall be responsible for ensuring that he is fully conversant with the requirements of the standard corrosion protection specification and the relevant coating systems. All equipment to be repaired or refurbished shall be coated in accordance with the above specification.

6 QUALITY CONTROL

6.1 The contractor or approved sub contractor shall adhere to the Water Board specification.

6.2 The contractor's quality management system shall be in accordance with SANS ISO 9001: 2000.

6.3 The contractor shall implement a comprehensive quality control programme and accept full responsibility for the quality of his workmanship and material used, irrespective of any quality surveillance that may be carried out by the engineer or his appointed representative.

6.4 In keeping with the principles contained in the above-mentioned code of practice, the contractor or any nominated and approved sub-contractor(s) shall -

- (a) be responsible for compliance with all the clauses of this specification in every respect;
- (b) carry out all inspections and tests called for in the specification in the presence of the Engineer or his appointed representative. The cost of these inspections and tests shall be included in the price; and
- (c) draft a quality control plan for manufacture and compliance with the Departmental quality plan for corrosion protection of all components indicating all the intended stages of testing during manufacture, cleaning, preparation and application as well as hold points for independent quality surveillance.

6.5 The quality control plans will not be compromised once in agreement and shall be adhered to at all times.

7 WORKSHOP ASSEMBLY

7.1 To minimise actual on-site time and to assist in the erection and installation activities to be performed on site, all components, equipment and sub-assemblies shall be assembled at the contractor's workshop.

7.2 Individual components, units etc. of which the prior installation / assembly is not feasible or advisable, shall be clearly marked in such a manner that the actual installation / assembly thereof on site can be completed in the minimum time with a minimum of fitting and adjusting required.

7.3 Equipment should be delivered to site in the largest sub-assemblies that are practical and advisable.

For the purpose of performing factory tests as required in terms of this Specification and where considered practical according to the discretion of the Engineer, complete assemblies will be required.

8 OVERHEAD COSTS

8.1 All day-to-day normal administration work shall be considered as company overheads.

8.2 Monthly coordinating meetings that shall be arranged are ALSO considered as overhead costs.

8.3 These costs including labour, travelling time, overtime, vehicle costs, subsistence and travelling costs and etc, to attend such meetings.

8.4 The contractor must make provision to include such monthly costs in his/her company overheads.

8.5 BOARD shall NOT consider any quotations/billing/invoicing associated with travelling to a meeting venue to attend such crucial monthly meetings.

8.6 BOARD further undertakes to as far as practically possible, to make use of a suitable meeting venue that is within the boundaries of the Province/Region the contractor is active at.

9 STANDARDS

9.1 Unless otherwise specified all materials must comply with SANS specifications.

9.2 The general applicable standards specifications for work carried out in accordance with this specification shall be:

SANS 1601 :Standard specification for General Mechanical Specification

SANS 1602 :Standard specification for Preparation of mechanical and electrical engineering drawings

SANS 2510 :Standard specification for the supply of valves

SANS 9900 :Standard specification for Corrosion Protection

SANS 2020 :Standard specification for Quality Control

SANS 10142 :All Electrical Specifications plus DWA Specifications

SANS 10142-2:Medium Voltage equipment

SANS 10064 :Preparation of steel surfaces for coatings.

SANS 150 :PVC-insulated cables.

SANS 152 :Triple-pole on-load isolators.

SANS 156 :Magnetic circuit breakers.

SANS 177 :HV Insulators (Class B).

SANS 178 :HV Non-Current Carrying Accessories.

SANS 182 :Conductors for Overhead Electrical Transmission Lines

SANS 221 :Steel cross-arms.

SANS 555 :Transformer oil.

SANS 121 :Hot-dip Galvanising.

SANS 767 :Earth leakage Relays.

SANS 780 :Transformers.

SANS 784, 1195:Solid drawn high conductivity copper.

SANS 808 :Glands for PVC-insulated cables.

SANS 890, 891:Ballast's for tubular fluorescent lamp luminaries.

SANS 1041 :Fluorescent lamps.

SANS 1091 :National colour standards for paints.

SANS 1119 :Tubular fluorescent lamp luminaries.

SANS 1130 :Glass fibre-reinforcing material for pipe wrapping.

SANS 1136 :Cold-applied bitumen primer for steel pipeline protection.

SANS 1137 :Hot applied bitumen for steel pipeline protection.

SANS 1178 :The production of lined and coated steel pipes using bitumen or coal tar enamel.

SANS 1180 :Flush mounted distribution Boards.

SANS 1217 :The production of painted and powder coated steel pipes.

SANS 1250 :Capacitors for tubular fluorescent lamp luminaries.

SANS 1274 :Coatings applied by the Powder-coating process.

SANS 1344 :Medium duty solvent detergent.

SANS 5770 :Cleanliness of blast-cleaned steel surfaces for painting (freedom of soluble salts).

SANS 5772 :profile blast –cleaned steel surfaces for painting (profile gauge)

SANS 5769 :cleanliness of blast cleaned steel surfaces for painting (freedom from dust and debris).

SANS ISO 1461: Hot dip galvanised coatings on fabricated iron and steel articles.

SANS ISO 2063 : Metallic and other inorganic coatings – thermal spaying.

SANS ISO 2808 : Determination of film thickness.

SANS ISO 8501-1 : Preparation of steel substrates before application of paints and related Products - Visual assessment of surface cleanliness – Part 1 Rust grades and preparation grades of steel substrates after overall removal of previous coatings.

SANS ISO 8504-2 : Preparation of steel substrates before application of paints and related Products – Surface preparation methods – Part 2 Abrasive blast cleaning.

SANS ISO 8503 : preparation of steel substrates before application of paints and related products – Surface roughness characteristics of blast cleaned steel substrates.

SANS ISO 14713 : protection against corrosion of iron and steel in structures – guidelines.

ISO 752 : Zinc ingots.

BS 37 : kWh meters.

BS 89 : Indicating instruments.

BS 5493 : Protective coating for steel structures against corrosion.

BS 3938

IEC 185 : Current transformers.

IEC 51 : Running hour meters.

IEC 99-1: Surge Arrestors.

EN 1179 : Zinc and Zinc alloy – primary zinc.

9.3 Where no applicable SANS Specification exists all materials must comply with the equivalent DIN, IEC, IP or BSS specifications or be of the quality as specified.