



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

CLOSING DATE: 27 FEBRUARY 2026

WTE-2545ES

DESIGN, SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF AN UNINTERRUPTED POWER SUPPLY (UPS) AT MIDMAR OFFICE.

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:

OR

TO BE DEPOSITED IN:

WATER AND SANITATION
PRIVATE BAG X 24
HOWICK, 3290

THE BID BOX AT THE ENTRANCE
GATE OF MIDMAR DAM
R103 PROSPECT ROAD
MIDMAR DAM
HOWICK, 3290

Compulsory Briefing Session:

Date: 19 FEBRUARY 2026

Time: 10:00am

Venue: MIDMAR DAM

BIDDER: (Company Address OR Stamp)

COMPILED BY:
DEPARTMENT OF WATER AND SANITATION



DEPARTMENT OF WATER AND SANITATION

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T1 TENDERING PROCEDURES

T1.1 INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete sets of bid documents are issued to a prospective Bidder.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **Mr Ramaphakela at 033 239 1900 / Ramaphakelan@dws.gov.za** or may be directed in writing to: The Director: NWRI: Eastern Operations, Department of Water and Sanitation, Private X24, Howick.

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

ORIGINAL BID FOR WTE-2545ES: DESIGN, SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF AN UNINTERRUPTED POWER SUPPLY (UPS) AT MIDMAR OFFICE.

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of **Department of Water and Sanitation, R103 Prospect Road, Howick** and not later than **11:00** on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and **proof of such authority must be produced**. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. PERIOD OF VALIDITY OF QUOTATIONS AND WITHDRAWAL AFTER CLOSING DATE

All quotations shall remain valid for a period of **one hundred and twenty days (120)** after the closing time and date set.

8. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid. Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

10. ACCEPTANCE OR REJECTION

Quotations may be rejected if they show any departure from the conditions or specifications contained in the quotation documents or are incomplete in any way. The employer **does not bind him** to accept the lowest or any quotation and reserves the right to accept any quotation he may deem expedient, nor will he assign any reason for the acceptance or rejection of any quotation.

11. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

12. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidder in terms of the contract will be done by means of Electronic Fund Transfer. The evaluation committee will be following a phased approach during evaluation.

T1.2 EVALUATION CRITERIA

DWS will evaluate all proposals according to the Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for the specific goals. Maximum of 100 points will be scored for functionality (quality).

Bids received will be evaluated on the five (4) phases namely:

- (1) Mandatory Requirements
- (2) Functionality Requirements
- (3) Administrative Compliance
- (4) Price & Specific Goal

PHASE 1: MANDATORY REQUIREMENTS:

Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified.

No	Criteria	Yes	No
1	Certificate of Authorization (COA) / Distributor Authorization Letter		
2	Attach valid CIDB certificate minimum Grading 2 EP / 2 EB		
3	Bill of quantities (fully completed and signed)		
4	SBD 3.1 (fully completed and signed)		
5	Attendance of compulsory site briefing meeting (Bidder to sign attendance register)		

PHASE 2: FUNCTIONALITY COMPLIANCE

- Full compliance to technical requirements by **indicating compliant or non-compliant**.
- Bidders who Fail to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

Criteria	Sub-Criteria	COMPLY YES/NO	
		Yes	No
Team capability	<p>Team capability- Demonstrated skills and experience of key personnel for this project, limited to the Project Manager or Site agent.</p> <ul style="list-style-type: none"> • An Organogram with personnel relevant to the project. • Attach 1 page resume of Project Manager or Site Agent indicating, amongst others, relevant qualifications, experience, accreditation/affiliation (where relevant), etc. Artisan/Site Agent with 2 or more years' experience. 		
Specification	<ul style="list-style-type: none"> • Compliance to product detail. • Submission of product brochure. 		
Past relevant work experience	<p>Past relevant work Experience – Three (3) award letters, and verifiable completion certificates of which the scope of work is relevant to the project scope as prescribed in the project specification with contactable references.</p>		

Methodology	<p>The following must be clearly indicated and submitted:</p> <ul style="list-style-type: none">• Project execution Plan• Broad methodologies in line with the task descriptions outlined under project scope / task description and technical• Specifications and schedules• Clear milestones, installation methods and timeframes for each task to be completed.		
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PHASE 3: ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Companies must be registered with National Treasury's Central Supplier Database must submit CSD report.		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of SARS Tax Clearance letter and PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	An original or certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)		
5	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
6	Complete, sign, submit SDB1, SBD 4, SBD 6.1		

PHASE 4: PRICE AND SPECIFIC GOALS

The 80/20-point system will be used in evaluating all proposals.

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

A maximum of 80 points are allocated for price on the following basis

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

100

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Should you require any further information in this regard, please do not hesitate to contact:

Name:	N Ramaphakela
Tel:	033 239 1306
Mobile:	064 927 4823
Email:	Ramaphakelan@gmail.com

T1.3 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

a) SBD Forms to be completed and signed

The Bidder must complete and attach the following Returnable Documents:

- | | | |
|--------|----------------------------------------------------------------------------------------|--------------------------|
| SBD1 | Invitation to Bid | <input type="checkbox"/> |
| SBD3.1 | Pricing Schedule – Firm Prices (fully completed and signed) | <input type="checkbox"/> |
| SBD4 | Declaration of Interest | <input type="checkbox"/> |
| SBD6.1 | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 | <input type="checkbox"/> |

b) Returnable Schedules required for Bid Evaluation purposes

- | | | |
|----|-------------------------------------------------------|--------------------------|
| A: | Certificate of attendance of briefing session | <input type="checkbox"/> |
| B: | Bill of Quantities (BOQ) (fully completed and signed) | <input type="checkbox"/> |

c) Other Documents required for Bid Evaluation purposes

- | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1: | Company/business registration certificate (CK) issued by the Commissioner of Companies & Intellectual Property Commission (Joint Ventures/Close Corporation/Partnership/Company/Sole Proprietor) | <input type="checkbox"/> |
| 2: | An original valid Tax Clearance Certificate issued by the South African Revenue Services. | <input type="checkbox"/> |
| 3: | Certified copies of Identity Documents of shareholders | <input type="checkbox"/> |
| 4: | B-BBEE Status Level Verification Certificate or Sworn Affidavit | <input type="checkbox"/> |
| 5: | Letter of Authority indicating the person who will be authorized to sign bidding documents and contract on behalf of bidder | <input type="checkbox"/> |
| 6: | General condition of a contract, signed | <input type="checkbox"/> |
| 7: | CSD Reports (comprehensive) | <input type="checkbox"/> |
| 8: | Check list of returnable documents | <input type="checkbox"/> |



PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WTE-2545ES		CLOSING DATE: 27 February 2026	CLOSING TIME:	11:00am
DESCRIPTION	DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN UNINTERRUPTED POWER SUPPLY (UPS) AT MIDMAR OFFICE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE OF WATER AND SANITATION – MIDMAR DAM					
R103 PROSPECT STREET					
HOWICK, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Gerda Lamprecht		CONTACT PERSON	Mr. N Ramaphakela	
TELEPHONE NUMBER	033 239 1309 / 082 600 3590			033 239 1306 / 064 9274823	
E-MAIL ADDRESS	lamprechtg@dws.gov.za		E-MAIL ADDRESS	Ramaphakelan@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder
Bid number: WTE-2545ES Closing date: 27 FEBRUARY 2026 Closing Time 11:00AM

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION OF GOODS	QTY	UNIT PRICE (To be filled by the bidder)	BID PRICE (To be filled by the bidder)
1	UNINTERRUPTIBLE POWER SUPPLY	SUM		
2	SERVICE AND REPAIR THE ONSITE 500KVA STANDBY GENERATOR	SUM		
			TOTAL (VAT EXCLUSIVE)	
			15% VAT	
			TOTAL BID PRICE	

- **Required by:** OPERATIONS EASTERN
- **Attention:** SUPPLY CHAIN MANAGEMENT
- **Brand and model**
- **Country of origin**
- **Does the offer comply with the specification(s)?** *YES/NO
- **If not to specification, indicate deviation(s)**
- **Period required for delivery**
*Delivery: Firm/not firm
- **Delivery basis**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**



BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 **or**

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points Claimed (80/20 system) To be completed by the Tenderer
Women Ownership	5	
Disability Ownership	5	
Youth Ownership	5	
Location of enterprise (local equals province) Western Cape	2	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....



C1: CONTRACT DATA

C1.1 GENERAL CONDITIONS OF CONTRACT

C2. PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

 <p>water & sanitation Department: Water and Sanitation REPUBLIC OF SOUTH AFRICA</p>							CONTRACT NO: WTE-2545ES
PRICING DATA: BILL OF QUANTITIES							
SECTION 1 - UNINTERRUPTIBLE POWER SUPPLY							
Item No.	Pay Ref.	Description	Unit	QTY	Rate	Amount	
		1.1 FIXED CHARGE AND VALUE RELATED ITEMS					
1		Disconnect, decommission, and remove existing unit in admin building, including all associated cables and accessories.	Sum	1	.....	.....
2		Disconnect, decommission, and remove existing UPS unit in the TSS building including all associated cables and accessories.	Sum	1	.....	.....
3		Design, supply, delivery, installation, and commissioning of 10kVA UPS system complete with: - Batteries and enclosures - Cabling and terminations - Network/monitoring interface	Sum	1	.....	.....
4		Design, supply, delivery, installation, and commissioning of 7kVA UPS system complete with: - Batteries and enclosures - Cabling and terminations - Network/monitoring interface	Sum	1	.....	.....
5		Testing, commissioning, and training of client personnel in operation and maintenance of new UPS systems.	Sum	1	.....	.....
6		Labour	Sum	1	.....	.....
7		Other: as entered below against Sums as Unit, prices in Amount column (Nil to be entered if not required) :	Sum	1	.....	.....
Section 1 Total Carried Forward to Summary							



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

CONTRACT NO: WTE-2545ES

PRICING DATA: BILL OF QUANTITIES

SECTION 2 - SERVICE AND REPAIR THE ONSITE 500KVA STANDBY GENERATOR

Item. No.	Pay Ref.	Description	Unit	QTY	Rate	Amount
		1.1 FIXED CHARGE AND VALUE RELATED ITEMS				
1		Assessment & Testing	Sum	1		
2		Maintenance & repairs or replacement of faulty equipment.	Sum	1		
3		Generator Battery	Each	1		
4		Integration of Siren and warning light system	Sum	1		
		Labour	Sum	1		
5		Other: as entered below against Sums as Unit, prices in Amount column (Nil to be entered if not required) :	Sum	1		
6						
Section 1 Total Carried Forward to Summary						

C3: SCOPE OF WORKS

C3.1 Technical Specification



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BRANCH: WATER RESOURCE MANAGEMENT

CD: WATER RESOURCE INFRASTRUCTURE OPERATIONS AND MANAGEMENT

**D: OPERATIONS EASTERN
TECHNICAL SPECIFICATION**

**MIDMAR DAM: Servicing and Repair of Standby Generator and upgrade of
uninterrupted power supply systems for Midmar office**

INTRODUCTION AND DIRECTIONS

This document outlines the **technical specifications** for the **upgrade and replacement of existing Uninterruptible Power Supply (UPS) systems** in both the **Admin Building** and the **Technical Support Services (TSS) Building**, as well as the **servicing and repair of the diesel standby generator at Midmar dam**.

The primary objective is to ensure **reliable power backup for critical IT infrastructure** through the installation of **modern, efficient, and properly rated UPS systems** at **Midmar Dam**, located in **Howick**.

The site is situated on the **left bank (looking downstream)** of the dam wall.
Geographical coordinates: 29° 29' 43'' S, 30° 12' 7.9'' E.

SCOPE OF WORK

The project includes the following: Replacement of the existing uninterruptible power supply

a) Decommissioning and Removal

- Safely decommission and remove the existing **7kVA and 3kVA UPS units** currently installed in the **Admin Building server room**.
- Decommission existing UPS systems installed in the **TSS Building**.

b) Design, Supply, and Installation

- Design a UPS solution tailored to current and future load requirements for both facilities.
- Supply and install a new **10kVA UPS system** for the Admin Building server room, complete with all necessary batteries, enclosures, cabling, and switchgear.
- Supply and install a new **7kVA UPS system** for the TSS Building, similarly, complete with all associated components.
- Ensure systems are scalable and support hot-swappable battery replacement where possible.
- Ensure the new UPS systems are designed for seamless integration with existing power distribution networks in the Admin and TSS Buildings.
- Verify that UPS outputs match the load requirements, power factor, and harmonics limits of connected equipment.
- Integrate the UPS units with the existing electrical panels, bypass switches, and surge protection systems without compromising operational safety or redundancy.
- Configure automatic shutdown procedures for connected servers and network devices to ensure orderly shutdown in case of extended outages.

Summarised UPS specification		
Mains	Rectifier topology	6 or 12 pulses
	Mains input and bypass input	Dual input
	Input type	Three-phase + PE
	Rated AC input	380/400/415VAC
	Voltage range	285VAC ~ 498VAC
	Rated frequency	50Hz
	Frequency range	45-50Hz
Bypass	Rated AC input	Single wave 230/240 VAC
	Voltage range	40% ~ +20% adjustable
	Frequency range	50Hz ($\pm 2.5\%$, $\pm 5\%$, $\pm 10\%$, $\pm 20\%$ adjustable)
Output	Rated AC output	Single-phase 220/230/240 VAC
	Voltage tolerance (Static)	$\pm 1\%$
	Power factor	0.9
	Voltage tolerance (Dynamic)	$\pm 5\%$ (variable within 0~100% load)
	THDv	< 1% (100% linear load)
	Voltage dynamic response	< 20ms
	Synchronization range	± 2 Hz by default (± 0.5 ~ ± 3 Hz adjustable)
	Inverter overload capacity	Continuous operating at 110% load. 10-min operating at 125% load. 1-min operating at 150% load;
	Frequency stability	$\pm 0.05\%$
	Waveform	Pure sine wave
Efficiency	Double conversion mode or	Up to 91%
	ECO mode	Up to 96%

500KVA STANDBY GENERATOR ASSESSMENT, SERVICE AND REPAIR

The service provider shall:

- Perform a complete assessment of the generator.
- Provide preventive maintenance and functional testing.
- Identify and rectify faults or performance deficiencies.
- Repairs or replacement of faulty equipment.
- Submit detailed service and test reports.
- Replace the generator starting batteries with new, OEM-approved batteries and ensure correct installation and charging functionality.
- Link the generator start sequence to the siren and install a warning light system to provide both audible and visual indications upon generator start-up, fault, or shutdown.

Assessment and Testing

- Reserve bank load test and repair if necessary.
- Assess, test & repair or replace the ATS.
- Test the performance of the generator for a minimum of one (1) hour at its 100% KW nameplate rating.
- Test and /or troubleshoot the voltage regulation and other electrical components of the generator.
- Test and adjust the engine speed governor.
- Test and/or troubleshoot the engine performance and engine systems, such as ignition or fuel system.
- Allow optimum settling of engine tuneable adjustments.

Maintenance

- Change oil filter.
- Change primary and secondary fuel filters.
- Change engine oil.
- Legally and professionally dispose of waste oil filters.
- Lubricate fan drive with OEM bearing lubricant for high-speed applications and temperatures.
- Replace inlet filter of day tank.
- Flush and install new coolant.
- Install new coolant hoses and clamps where necessary.
- Inspect pulleys for excessive wear.
- Visual inspection of radiator/heater exchange for leaks, damage and obstructions.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual inspection of water pump and coolant system gasket for leaks.
- Inspect belts for cracking and fraying.
- Check jacket water heater(s) for proper operation and adjust thermostat setting as needed.
- Check belt tension.

COMPLIANCE AND INTEGRATION

Replacement of the existing uninterruptible power supply

- UPS systems must be compliant with relevant SANS/IEC standards.
- Perform all work in accordance with relevant national and local electrical installation codes, safety regulations, and environmental legislation.
- Comply with the applicable standards, including but not limited to:
 - ❖ IEC/ISO 62040 series for Uninterruptible Power Systems (UPS).
 - ❖ IEEE standards for battery installations and testing.
 - ❖ Local Occupational Health and Safety (OHS) regulations.
 - ❖ Environmental Management and Waste Disposal regulations.
- Use only OEM-approved equipment and components that are new, of current manufacture, and carry a valid manufacturer's warranty.
- Ensure all electrical connections, terminations, and cabling conform to the correct voltage ratings, insulation standards, and color-coding requirements.
- Maintain full documentation for compliance verification, including test certificates, datasheets, and safety clearances.
- Integrate UPS alarms and monitoring into existing server room monitoring platforms where applicable.
- Ensure proper earthing, ventilation, and clearance in accordance with manufacturer and safety requirements.

500KVA STANDBY GENERATOR ASSESSMENT, SERVICE AND REPAIR

The service provider shall:

- Ensure all works are carried out in accordance with the manufacturer's specifications, OEM standards, and recommended service intervals.
- Comply with all applicable national and local electrical, mechanical, environmental, and safety regulations, including but not limited to:
 - ❖ Occupational Health and Safety (OHS) regulations.
 - ❖ Environmental Management and Waste Disposal regulations.
 - ❖ Electrical Installation and Energy Efficiency Codes of Practice.
- Ensure all replacement components (including batteries, filters, hoses, belts, lubricants, and coolants) are new, genuine OEM or equivalent approved parts.
- Provide material certificates, data sheets, and warranty documentation for all new or replaced components.
- Maintain complete traceability and documentation of all maintenance, testing, and repairs performed.
- Verify that the generator start sequence, stop command, and fault indications are correctly transmitted to the site's control or monitoring system

CONTRACTOR RESPONSIBILITIES

It is the contractor's responsibility to:

- Review and understand the entire scope of work.
- Verify on-site conditions prior to commencement.
- Procure and install **all equipment, cabling, accessories, and consumables** necessary to deliver a complete and operational UPS solution.
- The Contractor shall be fully responsible for all costs associated with the Factory Acceptance Tests (FAT) of the UPS system at the manufacturer's premises. Such costs shall include, but not be limited to, the preparation and execution of the tests, provision of all required test equipment, materials, and personnel, as well as all travel, accommodation, and subsistence expenses for the Employer's representatives attending the FAT. No additional payment shall be made by the Employer in respect of the FAT or related activities.
- Provide training and handover to designated personnel.

Testing and Commissioning

- Perform full functional and load testing of both UPS systems and the Generator.
- All equipment shall be subjected to a factory acceptance test (FAT), comprising the Manufacturer's in-house tests, and the repeat tests witnessed by the DWS project manager or his representative along with the contractor or his representative.
- Once the witnessed FAT has been carried out, signed off, and any remedial works have been completed and re-tested, the Assembly is ready for delivery to site. Once erected in position, the Assembly shall be subjected to a witnessed site acceptance test (SAT).

- Once the SAT has been carried out and signed off, any remedial works shall be completed and re-tested. Plant installation and site cabling will then be carried out, and on its completion, witnessed commissioning shall commence.
- The manufacturer shall allow for each test (apart from in-house tests) to be witnessed by both the DWS project manager or his representative along with the contractor or his representative simultaneously. An individual testing activity shall not be considered to have been completed until any results have been recorded, and it has been signed off.
- The manufacturer shall provide the Client and Engineers with all reasonable facilities, including testing staff and test equipment, to carry out the inspections and tests, and to check the Assembly for compliance with all of the Client's requirements.
- The manufacturer shall ensure that all testing is carried out in a safe manner, and shall protect those witnessing from danger, in accordance with the Occupational Health and Safety Act.
- Where the Assembly incorporates equipment requiring special testing facilities or procedures, the manufacturer shall ensure that appropriate resources are available, including where necessary, representatives from the equipment Manufacturer.
- The above requirements form part of this Contract and shall be provided as part of the rates by the Contractor.
- Prior notice of and proper arrangements for the commissioning shall be made with the project manager and all electrical contractors and suppliers of equipment which will be affected by the commissioning operation.
- All sections of the works shall be carefully inspected by the contractor to ensure that all construction and installation work has been properly completed.
- Commissioning and testing on site shall be carried out by experienced personnel under the contractor's supervision.
- All re-commissioning tests and checks shall be agreed with the project manager prior to the commencement therewith.
- When all the tests required before commissioning, or tests before tests on completion, have been completed and accepted by the Project manager, the commissioning may proceed. During this period the contractor shall demonstrate the correct procedures of operating the plant under all circumstances of operation, including emergency conditions, the correct servicing of every part, and similar instructions. This shall be done by demonstration and confirmation, in writing, and operating manuals shall be referred to for this purpose.
- The Contractor shall complete commissioning sheet during the commissioning period and all items listed shall be entered. Final handover certificates will not be issued for equipment with incomplete commissioning reports. Information that is not available or applicable, or reasons for not performing certain tests shall be agreed with the Project manager.
- Commissioning of the plant shall include operating under conditions which shall adequately prove that all the specifications are met. All safety devices, stand-by plant, automatic controls and protection devices shall be adequately tested for reliability and correct functioning. The contractor may be called upon to repeat testing during the maintenance period if the performance

of any equipment supplied under this contract is suspected to be substandard by the Engineer. Such tests shall be for the contractor's account and shall comply with the requirements specified.

- Note that if any equipment should fail during the commissioning period, the equipment shall be repaired or replaced by the contractor, and testing and commissioning will commence from scratch.
- During the commissioning period, the contractor shall be responsible for providing all labour and materials (including testing equipment) and shall carry out all the servicing and any adjustment of the plant required for ensuring that it operates as specified.

Documentation and training

- The Contractor shall, together with his quality control documentation submitted for approval by the Engineer, also submit a draft version of the Operating and Maintenance Instruction Manual, showing the intended binder, contents, and layout.
- The Contractor shall provide four complete hard copies and three complete electronic version copies on USB of the Operating and Maintenance Instruction Manual in the English language as approved by the project manager.
- The manuals shall be securely bound in A4 size hard backed plastic waterproof four-ring binders with clear pockets on the spine and front cover for insertion of title slips giving Contract Number, Project Name and equipment supplied.

Site visit

- The contractor shall visit site before submitting a quotation in which the contractor shall familiarize themselves with the electrical system of the Midmar offices for the purposes of this project and accuracy of the quotation.
- The contractor shall conduct a thorough site assessment of the electrical installation circuits on site together with the roof structure on site.
- The contractor must identify all work necessary to achieve the purpose of this project and must explicitly indicate this at the site visit. Any oversight on the contractor's behalf must not impact the quality of the completed project and shall be for the contractor's cost to rectify such oversight.
- The contractor shall ensure that only critical role players attend the site visit and are involved in the project to ensure that the Department does not incur unnecessary expenditure.

General

- Workmanship shall be of first-class commercial quality and in accordance with best workshop practice.
- The work shall be done by suitably qualified personnel as required by the OHS Act.
- Test certificates in the specified format shall be provided upon completion of all tests.
- All equipment supplied shall be new and best of their respective kinds and shall be of the class most suitable for the purpose for which they are intended.
- The workmanship shall be of the highest quality throughout. All materials and workmanship which may, in the opinion of the Engineer, be inferior to that specified for the work will be condemned. All condemned material and workmanship must be replaced or rectified at no cost to the client.
- All materials, components, and equipment used in the manufacture of the Assembly shall be new and unused, shall be of current manufacture, and shall be free from any defects or imperfections.

Occupational Health and Safety and SANS Standards

- The contractor prior to commencing on with the project shall submit:
 - ❖ A comprehensive OHS file in accordance with the OHS Act.
 - ❖ A detailed site-specific risk assessment for review and acceptance.
 - ❖ A detailed method statement for approval by the Project Manager.
- All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons.
- Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor.
- The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.
- When the contractor and employees are found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.
- All safety signs shall comply with the requirements of the latest edition of SANS 1186 as applicable.
- The Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.
- Safety of the public must be of prime importance, and the utmost care must be taken to ensure that the correct signs, barriers, and warning devices are in place.

The Occupational Health and Safety Act and Regulations (Act number 85 of 1993) are applicable as well as South Africa National Standard regulations. Electrical installations have reference.

Section 37.2 Appointment

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 wherein the Department of Water and Sanitation as Employer has entered into a contract with the Contractor, in terms of which the Contractor is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act, the terms, and conditions of which are set out in Annexure D.

Risks Identified by the DWS

The following are the risks associated with this project as identified by the DWS:

- Dehydration
- Injury due to falling material
- Paint or chemical inhalation
- Injury due to hand tools
- Snake bite
- Falling due to slippery surfaces
- Failure of rigging equipment
- Noise due to grinding, blast cleaning, etc
- Hand arm vibration syndrome due to prolonged use of vibratory equipment
- Airborne Fibres and Materials
- Electrocutation
- Moving Machinery
- Back injuries from carrying heavy loads
- Confined spaces

Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

Costs of OHS

The cost for OHS shall be included in the quoted rates.

Lock outs

Prior to decommissioning and commencement of any work, the contractor in conjunction with the Project Manager shall isolate and lock out all sources of energy relevant to the scope of work in accordance with the Occupational Health and Safety Act (OHSA). The permit to work system must be complied with and only authorised persons shall work on the plant.

Facilities

Water

- Potable water is available on the site, and the contractor shall use it at his/her own risk.
- Water for construction purposes is available on site. The supply is reasonably consistent.

Electricity or power supply

There is power available on site.

Toilets

Toilets are available for use by the contractor and his staff on site and should be kept in clean and in an orderly manner.

Site usage

- The contractor, his staff, or agents must maintain good public relations with DWS officials, other contractors, and members of the public at all times.
- Access to site will be arranged by the DWS representative with the Contractor.
- The Contractor shall submit a list of all his staff to the Employer for the purpose of access control.

Quality control

- The quality of the work shall be assured in accordance with the DWS Quality Control Specification, that is, DWS 2020.
- Prior to commencing with the project, the Quality Control Plan (QCP) shall be submitted to the DWS for review, acceptance and or approval.
- All Plant shall be subject to inspection and testing by the Engineer at the Manufacturer's premises before despatch. No material shall be delivered to the Site without inspection having been carried out or waived by the Engineer in writing.
- Inspection of equipment shall be carried out by the DWS representative or a nominated and approved inspection authority.
- The DWS may employ an independent, technically qualified organisation to carry out quality surveillance of the work on his behalf. The inspection authority has the right to inspect any item covered in the Contract at any stage of execution of the Project.
- The Manufacturer's material test data certification and the Contractor's quality records shall be subject to examination by the Engineer or his representative.
- For the purpose of carrying out quality surveillance, the Engineer or his representative shall be granted access to any part of the Contractor's premises and Site relevant to the work being carried out, at any reasonable time.

Costs of Quality Control

- The cost for quality control shall be included in the Tendered rates.
- When surveillance results in rejection or when notice by the Contractor results in a fruitless trip, the cost borne by the DWS shall be debited against the Contractor's account.
- If additional inspections, tests, and analyses requested by the DWS prove that the repair and load testing is in accordance with the Specification, the costs of the inspections and/or tests including transport will be defrayed by the DWS. However, should the additional investigations prove that the repair and load testing does not conform to the specifications; the costs shall be defrayed by the Contractor. The Project Manager shall have the right, without prejudice to any other legal remedy, to deduct such costs from payments due to the Contractor under the Contract.
- Where Plant or services fail to meet the Contract requirements but are nevertheless accepted at an agreed revised rate, the costs with regards to inspections, test and analyses shall be for the Contractor's account unless otherwise directed by the DWS.

Non-Compliance with the Specification

- Plant, materials, and services that do not conform to the requirements of this Specification shall be rejected.
- Such rejected Plant shall be held at the cost and risk of the Contractor who shall, when called upon, and at his own cost, repair the defects according to the Contract.
- Failing satisfactory repair of rejected equipment, the Plant shall be returned to the Contractor at his cost and risk without any opportunity to substitute the rejected Plant. Alternative material may be purchased at the Contractor's expense, or an approved Contractor may be employed to do the repair.
- Should the Contractor fail to comply with the provisions of this specification, the Certificate of Commissioning shall not be issued.

Modifications

Any modifications or deviations from the specification shall be indicated on the form "Proposed Alterations to Specification". The Contractor shall make no changes or modifications to any part of the scope of work, or the plant offered under this Contract without the written approval of the Project Manager. The DWS shall not accept any additional cost for any part of this Contract if this procedure has not been followed.

Compliance with Standards

- When reference is made to a code, specification or standard, the reference shall be taken to mean the latest edition of the code, specification or standard; including addenda, supplements and modifications and revisions thereto, unless otherwise specified.
- The materials and workmanship shall be in accordance with the appropriate Specification current at the time of manufacture unless otherwise specified.

- Should the Contractor desire for any reason to deviate from the Standards specified or the aforesaid equal or better Standard, he shall submit for the Project Manager's approval a statement of the exact nature of the deviation, fully supported by copies of the equivalent Standard (in English) and complete Specification of the alternative materials proposed. It shall be the responsibility of the Contractor to demonstrate that any alternative Standards proposed are equal or superior to those specified. 0

Quotation Requirements

Before submitting a quotation, the contractor shall visit and examine the site and its surroundings and shall obtain all the information that may be necessary for preparing the quotation. The date of the site visit must be agreed upon between the project manager and contractor. Contractors are at liberty to visit the site at other times during the quotation period subject to making prior arrangements with the project manager.

The contractor and any of his personnel or agents who visit the site or the employer's premises and lands for the purpose of such inspection will release and indemnify the employer and his personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the employer.

Cost of quotation requirements

The costs for quotation purposes shall align to the contractual agreement between the contractor and DWS.

Compulsory subcontracting

The contractor shall ensure that the compulsory thirty percentage subcontracting is complied with.

Briefing Session

To familiarize themselves with the scope of work, the contractor must arrange a site briefing with the DWS Project Manager.

Local Content

It is the responsibility of the contractor to familiarise themselves and comply with any local content requirements as stipulated on the Department of Trade and Industry website.

Bill of Quantities**SECTION A: UNINTERRUPTIBLE POWER SUPPLY**

ITEM NO		SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	-	Disconnect, decommission, and remove existing unit in admin building, including all associated cables and accessories.	Sum	1		
2	-	Disconnect, decommission, and remove existing UPS unit in the TSS building including all associated cables and accessories.	Sum	1		
3		Design, supply, delivery, installation, and commissioning of 10kVA UPS system complete with: -Batteries and enclosures -Cabling and terminations -Network/monitoring interface	Sum	1		
4		Design, supply, delivery, installation, and commissioning of 7kVA UPS system complete with: -Batteries and enclosures -Cabling and terminations -Network/monitoring interface	Sum	1		
5		Testing, commissioning, and training of client personnel in operation and maintenance of new UPS systems.	Sum	1		
6		Labour	Sum	1		
7		Other: as entered below against Sums as Unit, prices in Amount column (Nil to be entered if not required):	Sum	1		
SECTION A: Total Carried Forward to Summary						

SECTION B: SERVICE AND REPAIR THE ONSITE STANDBY GENERATOR:

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Assessment & Testing	Sum	1		
	Maintenance & repairs or replacement of faulty equipment.	Sum	1		
	Generator Battery	Each	1		
	Integration of Siren and warning light system	Sum	1		
2	Labour	Sum	1		
3	Other: as entered below against Sums as Unit, prices in Amount column (Nil to be entered if not required) :	Sum	1		
	Section B Total Carried Forward to Summary				

FORM A: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION SITE MEETING

FORM B: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

FORM C: HEALTH AND SAFETY ACT AGREEMENT

