



Company name of Bidder:

BID NO: 87/2021

WATER DISTRIBUTION: MANAGEMENT OF THE WATER BULK NETWORK IN EBENHAESER

MARCH 2022

This document is not for sale. Any entity that requests payment must be reported at the contact person indicated in this tender.

BID AMOUNT	
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GENERAL REQUIREMENTS

The works, as described, are part of the Ebenhaeser Irrigation programme for Ebenhaeser situated close to Vredendal. The quoted amount will be a measured bid and must include labour and machinery (if required). As the works are of critical importance, the successful bidder must have the capacity to start the works within 7 (seven) days of appointment.

This bid is for a management organisation/individual to manage the irrigation water distribution network in Ebenhaeser for a period of 24 months. The person who will be managing the system must have strong technical expertise, as well as have excellent administrative skills, which are necessary to manage a complex bulk water system.

Conditions that may pose a risk: (Summary of Risk analysis)

The manager of the system must have precautions in place to manage the risks associated with managing a large water network, with the associated infrastructure and human resources.

The scope of works will include:

1. Communication with the stakeholders of the Ebenhaeser Bulk Water Network.
2. Communication with landowners, Community Property Association (CPA), Ebenhaeser Water Management Institution (EWMI), Lower Olifants River Water User Association (LORWUA) and the broader Ebenhaeser community.
3. The management of the Ebenhaeser Bulk Water Network.
4. Managing staff – including disciplinary procedures when required.
5. Training staff in how to manage the bulk water system.
6. Financial Management – setting up and presenting annual budgets to the EWMI.

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7. Managing debtors and creditors.
8. Establishing an efficient accounting system.
9. Establishing a proper and efficient water management record system.
10. Scheduling and managing maintenance.
11. Managing the distribution of surplus water.

Documents are available for the bidder to download from the following website address under the specific tender - <https://casidra.co.za/tenders/>

Documents for the purpose of this bid include:

1. Conditions to Submit Bid (Form CPBD 2.1 (Measured))
2. Price Form, Bill of Quantities and Schedules (Form CPBD 3.1 (Measured))
3. Scope of Works (Form CPBD 4)
4. PPP Evaluation Form (Form CPBD 5.1 (80/20))
5. Bank Entity Form (Form CPBD 7), unless the banking details of the company indicate "verified" on the Central Supplier Database (CSD).
6. Registration on the CSD for all suppliers is compulsory and registration numbers must be supplied.
7. Ebenhaeser Water Management Association Constitution
8. Ebenhaeser Practice and Operational Guideline

In accordance with Casidra's Preferential Procurement Policy, this bid as further indicated in CBD 5.1 is subject to:

- ***a functionality compliance test;***
- ***B-BBEE certified bids will receive preferential scores;***

BID DEADLINE: The closing date for the bid is **22 April 2022 strictly at 12H00.**

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SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope with the name of the bidder and the inscription **“WATER DISTRIBUTION: MANAGEMENT OF THE WATER BULK NETWORK IN EBENHAESER – BID NO 87/2021”** and placed in the bid box available at Reception of **Casidra’s** Head Office, 22 Louws Avenue, Southern Paarl. No faxed, emailed, counter-to-counter courier or posted bids will be accepted.

The following documents (including fully completed and signed **CPBD** forms numbered 1 to 7 as supplied) must be **valid for a period of 90 calendar days** after closure of the bid and submitted as a bid packet:

Document number	Document description	Action required/comment	Mark √
CPBD 1	General requirements	Signed	
CPBD 2.1	Conditions to submit bid	Signed	
CPBD 3.1	Price form (measured)	Complete, sign	
CPBD 3.1 Experience	Proof of previous work and contact details of three work-related references that are qualified to comment on work.	Compulsory	
CPBD 3.1 Rates	Unit rates for the works on the forms as supplied	Compulsory	
CPBD 3.1 Changes	Indication if any changes are proposed in scope of works and cost implication.	If required	
CPBD 3.1 Manager	Proof of Competency of Manager	Valid/ compulsory	
CPBD 4	Scope of works	Signed	
CPBD 5.1 (80/20)	PPP Evaluation form	Complete, sign	
CPBD 7	Bank Entity form (Not needed if “verified” on CSD)	Complete, bank stamp	
TCC of principle and sub-contractors	Registration and verification of Tax Clearance on CSD.	Compulsory	
BEE	B-BBEE Certificate or Sworn Affidavit (as applicable, see CBD 5 for detail)	Original affidavit or certified copy certificate/Valid/not compulsory	
COIDA	Letter of good standing of the Contractor in terms of COIDA	Valid/ compulsory	
OHS Plan	Occupational Health and Safety Plan approved by the Client	Valid/ Proof after appointment	

All technical enquiries can be referred to Mr Michael Pienaar at (021) 863 5000 or 082 387 0119.

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Compliance with the Occupational Health and Safety Act and regulations apply. It is the responsibility of the Contractor to perform all services accordingly.
Take Note: Compliance in terms of the regulations will be strictly enforced and no lenience allowed.

Tenderers to note changes in Health & Safety specification which must take into account COVID 19. Tenderers to allow for provision of additional Health & Safety measures in their bid price.

For definition of Construction works, see the Construction Regulations 2014 and definitions as in CBD 2.1

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

In order to meet this requirement, bidders must ensure that they are registered on the CSD and their tax status on the CSD are indicated as compliant. If a discrepancy exist between the CSD and the SARS eFiling of the supplier, then a printed version of the Tax Clearance Certificate must be supplied by the supplier and the eFiling PIN number for verification of authenticity by **Casidra** on the SARS website.

Foreign suppliers with no tax obligation in South Africa must request from **Casidra** and complete a form SBD1 that will be submitted to SARS for verification and issuing of a Confirmation of Tax Obligation letter.

Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

COIDA REQUIREMENTS

The aim of the COID Act is to provide for compensation in the case of disablement caused by occupational injuries and diseases, sustained or contracted by employees in the course of their employment, or death resulting from such injuries and diseases; and to provide for matters connected therewith.

Workers who are injured on duty or obtain an occupational disease can claim compensation for temporary or permanent disablement. If workers die as a result of an injury on duty, their dependants will also be entitled to claim compensation. Employers that registered their employees are protected against civil claims in this regard. The COIDA basically prevents employees covered by the act from suing their employers for damages in terms of common law.

Please note that the following employers are exempted and do not have to pay assessment fees:

- National and provincial state departments;
- Certain local authorities
- Employers insured by a company other than the Compensation Fund like Mutual Associations. There are currently two approved mutual associations:
 - Federated Employers Mutual Assurance (FEMA), for the building industry; and
 - Rand Mutual Assurance Company (RMA), for the mining industry.

According to prescription, anyone who employs one or more part- or full time workers **must register** with the Compensation Fund and pay annual assessment fees. The Compensation Fund is a trust fund that is controlled by the Compensation Commissioner and employer contributes to the Compensation Fund. The Commissioner is appointed to administer the Fund and approve claims lodge by employees or their dependants. This means that the Fund will compensate the employee or their dependants and not the employer.

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Where a service provider does not have any personnel in employment at time of tender, an official tender letter for the respective bid from the Department of Labour must still be submitted indicating this status. A period of 14 days will be allowed after tender award for registration.

No other documents other than stated above, will be accepted.

CENTRAL SUPPLIER DATABASE

National Treasury indicated during 2015 the development and future use of the Central Supplier Database (CSD) as a way of simplifying the process of doing business with government.

The CSD will be the source of all supplier information for all organs of state and will reduce the exchange of compliance documents in paper form, eliminate multiple registrations with different organs of state and ultimately reduce the cost for both business and government by enabling electronic registration and verification process.

The CSD will interface with SARS to verify tax clearance certificates and the Companies and Intellectual Property Commission (CIPC) for business registration and business ownership information. The CSD will furthermore verify supplier information with the register for tender defaulters and database of restricted suppliers. (Please see Fact Sheet and CSD pamphlets.)

From 1 September 2015 prospective suppliers should self-register on the CSD website www.csd.gov.za. Apart from registering and capturing supplier information on the CSD, suppliers currently on any database of organs of state need to maintain their records through the existing supplier systems for the period 1 September 2015 to 31 March 2016. This period will be referred to as the Interim Period. During the Interim Period suppliers that register on the CSD must provide their CSD supplier number and unique security code that will be communicated to them as well as any other relevant documentation (not yet electronically verified by the CSD) to the organs of state they want to do business with. **Casidra** urges all their suppliers to please comply with the request.

During the transitional period until 31 March 2016 **Casidra** will migrate our current supplier database to CSD to ensure accuracy and validation of information prior to mandatory implementation of the database.

For more information please contact National Treasury ocpo.treasury.gov.za (http://ocpo.treasury.gov.za/Suppliers_Area/Pages/Central-Supplier-Database.aspx) or [Central Supplier Database for Government](https://secure.csd.gov.za/) (<https://secure.csd.gov.za/>).

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BID NO: 87/2021

WATER DISTRIBUTION: MANAGEMENT OF THE WATER BULK NETWORK IN EBENHAESER

CONDITIONS TO SUBMIT BID (MEASURED)

Definitions:

In this Agreement, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

The “Contractor” means the company or person appointed under this bid for the purposes of delivering the service for this Project to the Client as described in the Scope of Works (**CPBD 4**). For the purposes of this document, the terms “Contractor” and “Service Provider” are assumed to have the same meaning.

“Project Manager” means an official appointed and in charge of coordinating the project at **Casidra** SOC Ltd. in accordance with the provisions of these terms and conditions.

“Project” means **MANAGEMENT OF THE WATER BULK NETWORK IN EBENHAESER** as further identified under the project name as above.

“Service level” means the stipulated criteria applicable to the indicated project, including any set of criteria relating to the performance of the Contractor.

“Project Team” or “Steering Committee” means the people appointed by the Client and identified to guide the project and approve achievements.

“Client” or “the Client” means **Casidra** SOC Ltd.

“Employee” means a person employed in the public administration including persons contemplated in section 12A of the Public Service Act (advisors to executive authority) and a person performing similar functions in a municipality or a provincial public entity, whether permanently or temporarily.

“Family member” means a spouse (partner in marriage, customary union according to indigenous law or a relationship in which the parties live together in a manner resembling a marital partnership), child, parent, brother or sister, whether such relationship results from birth, marriage or adoption.

“Construction work” means any work as defined in the Construction regulations 2014 under the definitions

- Construction work including working at heights
- Excavation work
- Structure including demolition

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- Temporary works

Unless the context clearly indicates a contrary intention, any word denoting any gender includes the other gender, the singular includes the plural and vice versa, natural person includes artificial persons and vice versa and insolvency includes provision or final sequestration, liquidation or judicial management.

“Acceptable tender/bid” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1. Lump Sum Bid / Measured

These documents are for a **measured** bid for all labour and material as set out in the Scope of Works. For the purposes of variation orders, the hourly or unit rates rate of the services should also be given if requested on the form **CPBD 3.1**.

No unit rate price adjustment of whatever nature, except for decreases or increases in the Value-Added Tax (VAT) and / or Variation Orders, will be applicable in this contract. The bidder shall make provision in his bid price for possible fluctuations in costs.

2. Premises in Occupation

The premises for the works **will be** in occupation during the contract period. Approval to access the premises must be obtained from the land owner.

3. Fixed Price Bids

3.1 No contract price adjustment of whatever nature, except for decreases or increases in the Value-added Tax (VAT) and / or Variation Orders, shall be applicable in this contract. The Contractor will make provision in his bid for possible fluctuations in costs.

3.2 If the instruction / appointment for the construction of certain phases is done after the validity of the bid has expired, prices may, on request, be updated or re-negotiated within the reasonable norms of escalation.

4. Project Manager

The person appointed by the Client to act as the Project Manager is **Michael Pienaar** and is responsible for the project management of this contract and can be reached at **021 863 5000**, email address is mpienaar@casidra.co.za.

5. Acceptance of Bids

The Client is not bound to accept the lowest bid nor is it required to give reasons for selecting one Contractor in favour of another.

6. Expenses in Preparation of Bid

The Client will not be responsible for, subject to the Preferential procurement regulations, nor pay any expenses for losses which the bidder may incur in preparation of this bid.

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7. Value Added Tax

The total quoted price must **include** Value Added Tax (VAT).

8. Contract Period

The contract period for the completion and delivery of all the work in this contract is **24 months** commencing **7 (seven) days** after the date of appointment of the Contractor and shall include all statutory and building industry holidays to reach “the completion date”.

9. Inspection of Site

Bidders must familiarise themselves with the local conditions, the accessibility of the site, the full extent and nature of the work to be done and the conditions affecting the execution and pricing of the bid. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

If a site meeting is held, notice of attendance must be forwarded to the contact person.

Only information given in writing to the Contractor by the Engineer during the tender period will be regarded as binding on the Contract. Verbal information, given during the site inspection or at any other time prior to the award of the Contract, will not be regarded as binding on the Contract.

10. Site

The site to be occupied will be clearly pointed out to the Contractor at the site handover. The Contractor will not be allowed to extend his operations beyond the boundaries of the site.

11. Water for the Works

The Contractor may use water free of charge / pay for use at a tariff agreed with the Land Owner from the existing supply. He will obtain permission from the Representative / Land Owner before any connection to or extension of the existing supply is made, which will be executed, removed and made good on completion of the works at the Contractor's own expense.

12. Electricity & Lighting for the Works

The Contractor may use the existing power supply free of charge pay for use at a tariff agreed with the Land Owner from the existing supply. He will obtain permission from the Representative / Land Owner before any connection to or extension of the existing supply is made, which shall be executed, removed and made good on completion of the works at the Contractor's own expense.

The Contractor will allow for the risk of failure in the electrical supply or in case of an insufficient supply, in which case he will make his own arrangements and all costs that may arise shall be for his own account.

13. Scaffolding & Hoisting Equipment

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The Contractor will provide for the supply, erection and removal of scaffolding and / or hoisting equipment as required.

14. Tools, Equipment & Machinery

The Contractor will provide all his own tools and equipment as well as facilities and transport for this project. Machinery should be sufficient to complete the works in the allocated time.

15. Existing Services

If the Contractor encounters any existing services such as cables, pipes or sewers during the execution of the works, he must immediately notify the Client, halting all work in the vicinity thereof, until instructions to proceed have been given by the Project Manager.

Electric wires, telephone wires, pipes, etc. will not be interfered with during the course of the contract but if it should be necessary to disconnect or cut any such wires or pipes, the Client will be advised thereof and his instruction awaited.

16. Accounts and Payments

Payment of accounts received by the Client in terms of the works completed, shall be affected within 30 days after receipt of a correctly completed and approved invoice for the work module. The Client does not accept responsibility for delays in payment due to faulty accounts or paperwork.

Payments will be done maximum on a **monthly** basis and will only be made for work done/completed.

17. Responsibility of the Client

The Client will:

- 17.1 Ensure that payments are done in accordance with the agreed payment schedule.
- 17.2 Not unnecessarily and for an unreasonable period delay any approvals or directives that are needed for the project to proceed.
- 17.3 If applicable: Provide the Contractor with a Occupational Health and safety baseline risk assessment.
- 17.4 If applicable: Prepare a site specific health & safety specification based upon the risk assessment.

18. Responsibility of the Contractor

The Contractor will:

- 18.1 Ensure all building and construction works are executed within the requirements as stipulated in the Occupational Health and Safety Act, No. 85 of 1993.
 - The Contractor must sufficiently made provision for Occupational Health and Safety requirements in his bid.
 - The Contractor must have and provide proof of sufficient resources to carry out the work safely as required by the Occupational Health and Safety Act.

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- The Contractor must have and provide proof of the necessary personnel that is qualified and has suitable experience, competencies, skills and training to do work safely and meet the requirements of the Occupational Health and Safety Act and regulations.
 - For construction works - The Contractor must ensure and provide proof that all personnel have a valid medical certificate of fitness specific to construction and operate construction vehicles and mobile plant.
 - For construction works - The Contractor must provide proof, as part of the bid documents, a letter of good standing in terms of COIDA. Failure to submit will result in invalidation of the bid.
- 18.2 Have all the necessary equipment and qualified personnel to execute the works successfully.
- 18.3 **Wage rates**
- Be responsible for all the sub-Contractors appointed by him to complete the works. A minimum of 75% of local labour must be incorporated in the project and all **workers must be SA citizens.**
 - The following guidelines should be considered when setting rates of pay for workers:
 - The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary
 - The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work.
 - It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.
 - Men, women, disabled persons and the aged must receive the same pay for work of equal value.
 - Provision should be made in the tender for value for payment of UIF and COIDA statutory levies.
- 18.4 Will provide and demonstrate a suitable and sufficiently documented Health & Safety Plan, which will be applied from the date of commencement of and for the duration of the contract. If the risks involved in the project are of such nature, based on the severity and probability, that safety is compromised, and/or the Contractor is not meeting the requirements of this Clause, the Client reserves the right to appoint an Occupational Health and Safety Officer at the cost of the Contractor.
- 18.5 Will be required to keep an attendance register, which meets certain criteria, of all employees who work at the project and submit this information on a bi-weekly basis to the Client who, in return, will submit a report to the funder / donor.
- 18.6 The Contractor's supervisor, who shall be identified in writing to the Client's representative and empowered to act on his / her behalf, shall constantly be present in meetings. The supervisor shall attend to any problems or complaints that may arise and directives given to him / her by the Client's representative shall be deemed to be given to the Contractor. The supervisor must be contactable at all reasonable times, preferably to be equipped with a cellular phone.
- 18.7 Conform to all Laws, Regulations or By-Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto.

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- 18.8 Be responsible for the travelling, accommodation, work tools and management of its services.
- 18.9 Keep a site instruction book with numbered pages on site where all the events and instructions for the works are documented. This book must be completed in triplicate, one copy to the Contractor, one copy to the Client and the 3rd copy always kept in the book as reference.

19. General

- 19.1 Under no circumstances must the Contractor accept that he has been appointed without the completed documentation as described hereafter.
- 19.2 The successful Contractor will be given notification in writing / by means of an appointment letter and the signing of **CPBD 8**, together with this document, will form the contract.
- 19.3 Late bids will only be considered on the recommendation of the Adjudicating Committee.
- 19.4 The Contractor is responsible to complete all the work according to the quoted price.
- 19.5 The Contractor must be able to give a one (1) year guarantee – if not, this must be indicated on the quotation on the page named “**Changes Made by Bidder**”.
- 19.6 According to the evaluation of the bid it can be insisted that an interview be conducted with the Contractor to test his knowledge on the subject, or to give further information on its product, service or pricing.
- 19.7 If the above-mentioned requirements are not met, a motivation together with the quotation must be submitted and indicated on the page named “**Changes Made By Bidder**”.
- 19.8 The attached form, **CBD 5.1**, “PPP – Evaluation Criteria of the Contractor”, **MUST** be completed, signed and handed in as part of the bid documents by the Contractor.
- 19.9 The Contractor must provide all details of any references of previous work of a similar nature or that demonstrates the ability of the Contractor to perform a task of this nature (refer “PPP – Evaluation Criteria: References of previous work”).
- 19.10 The Client retains the right to conduct a “credit reference check” as part of the appointment conditions.
- 19.11 The Contractor **must include** all relative information and documents that will not be available on the CSD (e.g. copy of B-BBEE certificate, company profile and CVs of employees if requested) with the quotation in order to successfully complete the application.

CSD registration and Tax clearance is compulsory for the principle and all sub-contractors

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- 19.12 The Client retains the right to partially or completely amend the quotation to award or cancel the bid.
- 19.13 NO TIPP-EX may be used to rectify mistakes.
- 19.14 The Client retains the right to amend financial / accounting calculations and to accept the amended amount as the new bid amount.
- 19.15 The outcome of the bid will **not be made public, but each bidder will be informed on the outcome of the bid**. Enquiries on the bidder's own evaluation and score can be made to project manager as to improve the bidder's competitiveness, ensure correct and complete bids for future reference.

20 Cancellation of the project

The Client retains the right to partially or completely, amend, award or cancel this project before appointing any Contractor.

21 Evaluation of the bid

The awarding of bids is dependent on the special evaluation criteria as set out in the policies of **Casidra**. The evaluation criteria of this Preferential Procurement Policy is based on the "**Preferential Procurement Policy Framework (Act 5 of 2000)**" and related Regulations and updates.

Further detail on the application of these regulations is as in document **CBD 5.1**. Awarding of the bid is dependent on a preferential points system, and every presentation is measured against the specific evaluation criteria as indicated. The completion and signing of this document is thus a prerequisite to qualify as a service provider.

22 Declaration of interest

Public Administration Management Act 11 of 2014, Section 8(2):

An "employee" may not – (a) conduct business with the State or (b) be a director of a public or private company conducting business with the State.

Public Service Proclamation Act 103 of 1994 – Section 30: Directive

"Conflict of interest" as a conflict between the public duties and private interests of an employee, in which the employee has private interest which could improperly influence him/her, and/or negative impact... on the public interest.

Prevention and Combating of Corrupt Activities Act 12 of 2004, Section 17:

Any public officer who, ... acquires or hold a private interest in any contract, agreement or investment emanating from or connected with the public body in which he or she is employed or which is made on account of that public body, is guilty of an offence.

Public Service Regulations 2016 – Code of conduct:

Paragraph 13(b): *(An employee shall) – not engage in any transaction or action that is in conflict with or infringes on the execution of his or her official duties;*

Paragraph 13(c): *(An employee shall) – not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the PFMA;*

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Paragraph 13 (d): - *will recuse himself or herself from any official action or decision-making process which may result in improper personal gain, and this should be properly declared by the employee;*

In view of possible allegations of favouritism, it is required that the bidder declare his/her position in relation to the Client. The bid may be disregarded if that bidder or its directors have abused the Client's supply chain management system, committed fraud or any other improper conduct in relation to such system.

23 Construction Insurance

Proof of construction insurance for planned work must be submitted by the successful contractor. If you do not have insurance, for smaller (less than R100 000) projects, **Casidra** can put it under its insurance portfolio for your own costs (0.5% of the contract value). We must be given enough prior notice regarding this.

24 Inspections, tests and analysis

- 24.1 All pre-bidding testing will be for the account of the contractor.
- 24.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the contractor shall be open, at all reasonable hours, for inspection by a representative of the Client or an organization acting on behalf of the Client.
- 24.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Client shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 24.4 If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Client.
- 24.5 Where the supplies or services do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the contractor.
- 24.6 Supplies and services which do not comply with the contract requirements may be rejected.
- 24.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the contractors cost and risk. Should the contractor fail to provide the substitute supplies forthwith, the Client may, without giving the supplier further opportunity

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to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the contractor.

- 24.8 The provisions of clauses 24.4 to 24.7 shall not prejudice the right of the Client to cancel the contract on account of a breach of the conditions thereof, or to act in terms of the conditions of contract.

25 Warranty

- 25.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Client's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 25.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 25.3 The Client shall promptly notify the contractor in writing of any claims arising under this warranty.
- 25.4 Upon receipt of such notice, the contractor shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Client.
- 25.5 If the contractor, having been notified, fails to remedy the defect(s) within the period specified, the Client may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the Client may have against the contractor under the contract.

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BID NO: 87/2021

**WATER DISTRIBUTION: MANAGEMENT OF THE WATER BULK NETWORK
IN EBENHAESER**

The total price for this service must include all labour and material required for the proper execution of the work as described in the Scope of Works and as per the specifications.

Take note: This tender will be evaluated on the criteria for a market related price. The full cost of the service and/or works must be indicated and may not be discounted or cross subsidised against another service, project, transaction or sale of goods. Such contributions discounted against the total project cost must be specified, itemised, priced and clearly indicated in the bid.

These prices must be valid for a period of **90** days from the date of closure of the bid to allow for evaluation and appointment.

The completion period of this service is **24 months** starting from the day of appointment.

Completed works as described (SUB-TOTAL 1. + 2.) R _____

Value-Added Tax (VAT) R _____

GRAND TOTAL R _____

Are you registered in terms of sections 23(1) of 23(3) of the Value-added Tax act 1991(Act No. 89 of 1991) (Please circle your answer)

YES NO

If yes, provide your VAT registration number: _____

Signature: _____

Date: _____

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BILL OF QUANTITIES – MEASURED BID

NB. These quantities are given as a guideline for the bid and for the purposes of unit rates and will in no way be used as a measured bid. This is a **measured** bid.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	TOTAL
1.	Personnel Expenses				
1.1	<u>Bulk System Manager x 1</u>	Month	24		
1.2	Water meter controllers x 2 <i>Note: The water meter controllers have already been appointed, and as a condition of this tender, will need to be re-appointed for the duration of this contract.</i>	Month	24	R 20 000.00	R 480 000.00
1.3	Mobile Phone Allowance	Month	24		
1.4	UIF and other costs	Month	24		
				SUB-TOTAL 1.	
2.	Operational Expenses				
2.1	Vehicle: Ebenhaeser	Month	24		
2.2	Travelling Costs	km	52 800		
2.3	Tool Hire	Month	24		
2.4	Office Requirements	Month	24		
2.5	Other Expenses	Month	24		
				SUB-TOTAL 2.	
				SUB-TOTAL (1. + 2.)	

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Notes on pricing:

The cost of the materials required for maintenance and urgent repairs (excluding tools, but including fittings, etc.) should not be listed in this pricing sheet. This list sheet should only include the fixed costs for managing the network. If this would be included, it could disadvantage bidders who have a more thorough understanding of what the maintenance cost of the system are.

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CHANGES MADE BY BIDDER

If the bidder wishes to make any changes to any of the bid conditions or specifications, or if he wishes to qualify his bid in any way, he must clearly set out his suggestions below. If he makes **ANY** changes and do not list them below, his bid will be disqualified.

If no changes or amendments are made, please indicate it below by writing **NONE** in the space below.

NB. Any changes made by the bidder outside the scope of works, resulting in not meeting pre-qualifying conditions or compulsory subcontracting, may influence the functionality of the end product and may result in the bid being disqualified.

Item	Suggested Change

If more space is required, please add a separate page.

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SCHEDULE: PROOF OF RELEVANT EXPERIENCE & REFERENCES

The following is a summary of works that have been completed successfully by bidder. In order to be compliant for this bid, the following detail **MUST** be included:

- Supply at least three different references with contact numbers.
- The description of work must be relevant to the nature of this contract. For e.g., do not list fencing projects completed when the scope of works is the management of a bulk water system.
- Elaborate on project description. For example; do not state MANAGEMENT – Be specific as to the works executed in the contract to support relevant experience.

Employer (include contact information)	Description	Value of Work	Completed

If more space is required, please add a separate page.

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SCHEDULE: MANAGER COMPETENCY

The contractor must attach to this page **DETAILED & COMPREHENSIVE** proof of competency of the Manager that will be used on the scheme.

Please attach a **complete CV and qualifications** for evaluation purposes relevant to the management of a bulk water scheme.

If more space is required, please add a separate page.

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SCHEDULE: COIDA LETTER OF GOOD STANDING

The bidder must attach to this page a copy of the current letter of good standing. **If the bidder does not have any employees working for him/her, this will not be required.**

If more space is required, please add a separate page.

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SCHEDULE: B-BBEE CERTIFICATE

The bidder may attach to this page their B-BBEE certificate, as requested in CPBD 5.1.

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BID NO: 87/2021

WATER DISTRIBUTION: MANAGEMENT OF THE WATER BULK NETWORK IN EBENHAESER

Scope of works

MANAGEMENT OF THE BULK WATER NETWORK IN EBENHAESER:

This project consists of the following elements:

NOTE: The “manager” could also refer to an organisation managing the water system.

1. Communication with the stakeholders of the Ebenhaeser Bulk Water Network.

The manager must be able to work well with a diverse group of people, all of whom have different priorities in the network. This person must be objective and be able to make unbiased decisions.

2. Communication with landowners, Community Property Association (CPA), Ebenhaeser Water Management Institution (EWMI), Lower Olifants River Water User Association (LORWUA) and broader Ebenhaeser community.

If there is a breakdown in communication with any of these groups, the scheme runs a tremendous risk. Good interpersonal skills is a top priority.

3. The management of the Ebenhaeser Bulk Water Network.

This includes the management of water, maintenance, finance, audits, quality control, human resources and skills transfer to employees from the community. This will need to be done in line with the Constitution of the Water Management Association of Ebenhaeser, the Ebenhaeser Practice and Operational Guideline, as well as the water law.

4. Managing staff – including disciplinary procedures when required.

This project will require that employees are employed from Ebenhaeser. Being able to handle disciplinary matters legally, properly and respectfully will be of utmost importance.

5. Training staff in how to manage the bulk water system.

The purpose of this appointment is not only to manage the infrastructure, but also to transfer skills over a period of two years. This will be of tremendous benefit to the

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Ebenhaeser community, as the aim is to have local community members manage the system by April 2024.

6. Financial Management – setting up and presenting annual budgets to the EWMI.

An annual budget will need to be drawn up and approved. It will need to be presented in such a manner that there is no doubt as to the transparency of the financial management.

7. Managing debtors and creditors.

The manager of the water network will need to have a sound business mind, and thus understand the importance of making payment on time, as well as retrieving payments from farmers.

8. Establishing an efficient accounting system.

The manager of the system does not need to be an accountant, but the necessary steps will need to be taken to ensure that a competent person manages the accounting.

9. Scheduling and managing maintenance.

The manager of the system must have the technical expertise to understand where, and how often maintenance needs to take place.

10. Managing the distribution of surplus water.

The manager of the system will need to have the necessary skills to manage the distribution of surplus water in a logical, consistent and fair manner.

QUALIFICATIONS, SKILLS AND ATTRIBUTES REQUIRED:

The natural person responsible for the network should have the following **qualification/s and experience**:

- **National Diploma in Engineering or Bachelor of Engineering** (Civil/Mechanical/Electrical).
- **5 years** of relevant work experience.

The natural person responsible for the network should have the following **skills**:

- General Management
- Operational management – specific to irrigation water distribution.
- Financial management
- Record-keeping – specific with regard to managing distribution between farmers.

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- Working knowledge of irrigation water distribution.
- Problem-solving
- Conflict resolution
- Data Analysis

END OF WORK TO BE DONE

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For Casidra office use only:

<u>TIMELINE</u>			
<u>ACTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>DURATION (WEEKS)</u>
Administrative and tender preparation			0
Tender runtime/sourcing of quotes			0
Adjudication and award of bid			0
Time to activate delivery			0
Construction time/delivery completed			0
Total duration			0

Bid documents technically clarified by:

NAME **TITLE**

SIGNATURE **DATE**

Head of Department sign off:

NAME **TITLE**

SIGNATURE **DATE**

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FINANCIAL REGULATIONS SECTION 22

BID NO: 87/2021

SUPPLY CHAIN MANAGEMENT – PREFERENTIAL PROCUREMENT POLICY - EVALUATION CRITERIA (PPP – EVALUATION CRITERIA)

ONLY FOR USE OF BIDS FROM R30 000 TO THE MAXIMUM VALUE OF R50 MILLION

Casidra, as a Schedule 3D development and implementation agent for the Western Cape Provincial Government underwrites, and complies to, the Provincial and National developmental initiatives and administers funds on behalf of donors. Within this context, and because of the specific requirements of the donors for the application of the funds, the awarding of bids are dependent on the special evaluation criteria as set out in the policies of **Casidra**. The evaluation criteria of this Preferential Procurement Policy is based on the “**Preferential Procurement Policy Framework (Act 5 of 2000)**” and related Regulations.

Awarding of the bid is dependent on preferential points system, and every presentation is measured against the specific evaluation criteria as shown. **The completion and signature of the document is thus a pre-requisite to qualify as a service provider.**

GENERAL DETAILS: (Please print clearly)	
Registered Company Name	
Trading Name / Individual Full Name	
Company Reg Number / ID Number	
VAT Number	
CSD Supplier Number *	
CSD Unique Registration Ref Number *	
Postal Address	
Postal Code	

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Physical Address			
Postal Code			
CONTACT DETAILS			
Representative Name			
Telephone Number			
Cell Phone Number			
Fax Number			
Email Address			
Website Address			
OTHER DETAILS			
Main Business Type (<i>Please tick</i>)		Consultants & Professionals	
Tools & Equipment (Hardware)		Clothing & Textiles	
Office Supplies & Furniture		Accommodation & Transport	
Training & Mentorship		Printing & Advertising	
Event Services (Catering, Venue Hire)		Irrigation & Water Services	
Earthmoving & Heavy Machinery		Other Production Inputs	
Seed, Fertilizer, Chemicals		Livestock & Animal Production	
Construction Services		Repairs & Maintenance	
Vehicles & Implements		Municipal & Bulk Services	
Other (Please Specify)			
* Note that you HAVE to register on the Central Supplier Database (CSD) (www.csd.gov.za) before we can use you as a service provider.			

Pre-qualifying criteria

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the (above indicated) class of construction work;
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with Table 9 of the Construction Industry Development Regulations.

Further Joint Venture criteria

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- Tenders to note that if a joint venture is submitted, a JV cidb contract must accompany this bid.
- The joint Venture must clearly state the percentage split of responsibilities and also list all the responsibilities / duties of each member of the Joint Venture.
- The work and obligations making up the contract must be broken down into discrete elements, or sections, usually on the basis of locality, the nature of the work, or the capabilities and resources required.
- Each element is assigned to a specific member of the joint venture who assumes full responsibility for its execution, under the direction of the joint venture must be indicated

Failure to submit above information, if submitting a Joint Venture bid, will mean disqualification of the bid.

• Section D – Designated Sectors – Local Content

The following sectors in this bid are subject to a stipulated minimum threshold for local production and content:

Sector	Minimum Threshold (%)
NA	-

If Section D is applicable, **Form SBD 6.2** must be completed and signed as well as **Annex C Local Content Declaration – Summary Schedule**, and must be handed in as part of the bid documentation.

• Proof of competency of Construction Manager

(The level of competency needed with reference to specific person CV is to have experience in construction of in Building work, but also all aspects of health and safety regarding construction works)

Sub-contracting

Excluding any subcontracting requirements as a condition of tender, as indicated in CBD 1, the following general condition apply:

A Maximum of 25% of the value of the contract may be subcontracted without proof of the subcontractor B-BEE status:

- unless with proof of a subcontractor with equal or better B-BBEE points
- unless the subcontractor is an exempted micro enterprise with the capacity and ability to execute the subcontract.

In event of the above, full disclosure by the contractor must be made in the bid documents to **Casidra** with full details on the subcontractor as well as proof of the capacity and ability of the subcontractor to execute the work. Subcontracting a portion of the tender, without disclosure and approval by **Casidra**, the Contractor can be penalised up to 10% of the value of the contract.

Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

If YES, indicate:

- what percentage of the contract will be subcontracted?
- The name of the sub-contractor?
- The B-BBEE status level of the sub-contractor?

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- (iv) Whether the sub-contractor is an EME? YES / NO (Attach B-BBEE certificate / an **original** sworn affidavit as proof)

Final points awarded to bid = (B) Price Max 80% + (C) B-BBEE Max 20%

Section A – Functional Requirements

Functional refers to: A service or product that is designed to be practical, useful, working or operating, taking into account factors like quality, reliability, viability, and durability and the technical capacity (time and resources) and ability (knowledge and skills) of the bidder to execute the works.

An offer that does not obtain the minimum score for each functionality criterion or the minimum weighted average for functionality as indicated, is not an acceptable tender. Is this bid subject to the evaluation of functional requirements? **YES / NO** (Casidra to indicate)

If “**YES**”, the following criteria will be used for evaluation:

No	Evaluation criteria	Weight (A)	Score (B)	Minimum score required	Total (A x B)
1	Experience of similar work	50%	For office use	4	For office use
2	References of previous work	50%	For office use	4	For office use
TOTAL SCORE - A minimum score of <u>80%</u> is required for functional requirements for this bid to be considered for further evaluation				% = Total / 5	For office use

Functional Item	1 Poor: Non compliant	2	3	4	5 Excellent: Fully compliant
Experience of similar work – (refer to company CV)	No experience	Limited exposure to work at hand	Not similar, but related	Similar work	High level similar work
References from clients on similar nature related previous work	No references or very poor rapport by all three reference	Some minor problems experienced by all three references	Moderately good by all three references	Recommended by all three references	Highly recommended by all three references

Section B – Formula for Awarding of Price Points (Only to be considered if Section A has met the minimum requirement)

Unconditional discounts offered will be taken into account for determining the following point:

Point = $80 \left[1 - \frac{\text{Price} - P_{\min}}{P_{\min}} \right]$ where $P_{\min}$ is the lowest acceptable bid

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Section C – B-BBEE Contribution

no photostat copies of certification allowed) confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission (accounting officer for a Closed Corporation).

If a **start-up EME**, a **clear, originally certified copy**, of B-BBEE certificate issued by the CIPC for EME's only is accepted.

A ***QSE that is less than 51% (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a **clear, valid, originally certified copy** of a B-BBEE Verification Certificate issued by SANAS.

A ***QSE that is at least 51% black owned (51% or higher)*** must submit an **original, certified, dated and signed sworn affidavit** confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

A ***large enterprise*** must submit a **clear, valid, originally certified copy** of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

A **trust, consortium or joint venture**, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A **trust, consortium or joint venture** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Bids of non-compliant contributors (no certificate) will be considered, but no points will be awarded for B-BBEE status.

The generic threshold for EME are R10 million, but depending on the sector, the threshold as set in the BEE charter for that sector will apply. (Tourism R2.5mill and Construction R1.5 mill)

B-BBEE Status level of contributor	Number of points	Points awarded	BEE recognition level
1	20	EME & QSE 100% Black owned For office use	135%
2	18	EME & QSE 51% + Black owned For office use	125%
3	14	For office use	110%
4 and EME	12	EME 51% < Black owned For office use	100%
5	8	For office use	80%

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6	6	For office use	60%
7	4	For office use	50%
8	2	For office use	10%
Non-compliant contributor	0	For office use	0%

Market related pricing

If the bidder, whose tender has been compliant, and that received the highest overall points, do not offer a market related price, the offer may be negotiated with that bidder to be market related.

Are you willing to negotiate your offer? YES / NO (delete which is not applicable)

If a market related price cannot be negotiated, the offer for negotiation will be extended to the second highest point scoring bidder, then the third highest scoring bidder, where after, failing to reach any agreement, the tender will be cancelled.

Declaration of interest and Bidders past supply chain management practices

In terms of section 22 of the **CBD 2.1** Conditions of Tender document:

Are any family member, trustee, director, shareholder or member of the bidder in any way connected to the State?

and/or

Do any potential conflict of interest exist, where the public duties (like being part of an approval or adjudication process) and private interests of the bidder, could improperly influence or lend inside trading information to the bidder?

and/or

Do the bidder have any relationship with a person that may be involved with the evaluation or adjudication of this bid? In view of possible allegations of favouritism, it is required that the bidder declare his/her position in relation to the Client.

If so, furnish particulars:

.....

.....

.....

.....

The bid may be disregarded if that bidder or its directors have abused the Client's supply chain management system, committed fraud or any other improper conduct in relation to such system.

- (i) 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? (www.treasury.gov.za, follow the link at the bottom of the home page);

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- Listed on the register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act;

(ii) Was the bidder or any of its directors;

- convicted by a court of law (including a court outside of the RSA) for fraud or corruption during the past five years?
- contract with any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

(iii) The contractor is not known to be insolvent, in receivership, bankrupt or being wound up, or has its affairs administered by a court or a judicial officer, has suspended its business activities, or is subject to legal procedures in respect of any of the foregoing.

If so, furnish particulars:

.....

.....

.....

.....

IMPORTANT NOTES

Casidra reserves the right to:

- disregard any bids where the declaration (below) has not been signed;
- change the point system of the policy without prior notification;
- negotiate prices based on market related pricing before award of the bid;
- accept parts of the bid items or split bids based upon item prices
- disclose the results of the points awarded on request;
- evaluate and award points according to the documentation supplied and evaluate functionality at its own discretion;
- award the bid to the qualifying Contractor with the highest number of points scored, unless the prices are not market related or on the basis of objective criteria stated in the tender documents, like fairness, safety, public interest and international suppliers;
- to award the bid to a Contractor which does not necessarily have the lowest price.

Other Notes:

- Final points scored will be rounded off to the nearest 2 decimal places
- In the event of equal scores, the offer with the highest B-BBEE score will be successful. If scores are still equal, and where functionality is part of the bid, the offer with the highest functionality score will be successful. If the scores are still equal, the drawing of lots will determine the outcome.

The bid may be cancelled if:

- all the bid offers received are higher than R50 million;
- circumstances change and there is no longer a requirement for this service;
- funds are no longer available or if there are insufficient funds available in the budget for the work;
- no acceptable bids and/or market related prices are received;
- there is a material irregularity in the tender process;
- false information were supplied by the bidder.

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Cancellation of bid will be placed in the same media as initially advertised.

Bids which are suspected to supplied false information will be subjected the *alteram partem* rule. If proven that false information was supplied, disqualify the tender or terminate the contract, without payment and/or claims for damages incurred by such cancellation.

The Contractor will be liable for the recovery of all costs and damages suffered as a result of the misconduct or cancellation of the bid or less favourable conditions affecting the award of the bid.

Exclusion of the Contractor and its directors, who acted fraudulently, from any business with an organ of state for a period not exceeding 10 years after has been applied.

Declaration by the company submitting the bid:

I, _____

as the authorised representative of the company / CC / business hereby declare that, to the best of my knowledge the abovementioned information is true and correct and that I am duly authorized as a signatory of this bid. On behalf of my business I accept the terms and conditions as set out in this document. I will supply documentary proof of any information supplied herein on request and to the satisfaction of **Casidra**.

In terms of the POPI Act I further give consent that my contact and company details as will be captured on the **Casidra** database may be shared with the role players/funders involved in the project and be used by **Casidra** for the purpose of further procurement.

Signature

Date

SUPPLY CHAIN PERFORMANCE MEASUREMENT

In order for **Casidra** to measure its supply chain efficiency and effectiveness, please assist us by answering the following questions:

- **What were the source that made you became aware of this bid being available.**

Mark with X

Personal Email invite to bid:	
Via a friend or business partner:	
National Government E-Tender website:	
Local Newspapers:	
Casidra own website:	
CIDB website	

Other: Specify.....

- **Was the time allowed to date of closure sufficient for you to compile an offer.**

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No – too short	Yes - Sufficient	No - Too long
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BANK ENTITY FORM

1. DETAILS OF COMPANY / INDIVIDUAL: <i>(Please print clearly)</i>	
Full Name	
ID Number	
Company Reg Number	
VAT Number	
Postal Address	
Postal Code	
Physical Address	
Postal Code	
2. BANKING DETAILS	
Name of Bank	
Name of Branch	
Branch Code	
Account Number	
Type of Account	
3. CONFIRMATION BY BANK	
We hereby confirm that the bank details under paragraph 2 of this form belongs to the individual / company under paragraph 1.	
Date Stamp of Bank	BANK OFFICIAL
	Print Name:
	Signature:

For office use only:			
To be signed upon appointment of winning bidder to form the agreement between the parties			
Signature for Casidra		Signature for Contractor	