



# Tender

## TENDER FOR THE PROPOSAL FOR MIGRATION OF ELIDZ SCADA SYSTEM UPGRADE

At the

**East London Industrial Development Zone  
SOC Ltd**

CONTRACT NO: ES/21/SCADA/MIGRATION/01

TENDER FOR THE PROPOSAL FOR MIGRATION OF ELIDZ SCADA  
SYSTEM UPGRADE

East London IDZ  
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**“ENVELOPE B”**

**NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT**

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## **PART 1**

### **THE CONTRACT**

**CONTRACT NO: ES/21/SCADA/MIGRATION/01**

**TENDER FOR THE PROPOSAL FOR MIGRATION OF ELIDZ SCADA  
SYSTEM UPGRADE**

## **1.1 AGREEMENT AND CONTRACT DATA**

1.1.1 Form of Offer and Acceptance

1.1.2 Form of Guarantee

### 1.1.1 FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>TENDER FOR THE PROPOSAL FOR MIGRATION OF ELIDZ SCADA SYSTEM UPGRADE</b>
<b>Contract No:</b>	<b>CONTRACT NO: ES/21/SCADA/MIGRATION/01</b>

#### A. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **INTEGRATION, SUPPLY, INSTALL AND COMMISSIONING OF AN ADRIOT SCADA SYSTEM FOR THE ENTIRE ELIDZ.**

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

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

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

Rand (in words):	
Rand (in figures):	R

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or Close Corporation: ..... .....	OR	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .....
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**AND WHO IS** (if applicable):

Trading under the name and style of:

.....

**AND WHO IS:**

Represented herein, and who is duly authorised  
to do so, by:  
Mr/Mrs/Ms:

.....  
In his/her capacity as:

.....

**Note:**

**A Resolution / Power of Attorney, signed by  
all the Directors / Members / Partners of the  
Legal Entity must accompany this Offer,  
authorising the Representative to make this  
offer.**

**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa,  
where any and all legal notices may be served, as (physical address):

.....

.....

.....

.....

Other Contact Details of the Tenderer are:

Telephone No .....

Cellular Phone No.....

Fax No .....

Postal address

.....

.....

## B. ACCEPTANCE

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

The terms of the contract, are contained in:

- 2.1 Agreement and contract data
- 2.2 Pricing data
- 2.3 Scope of work
- 2.4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 2.1 to 2.4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### FOR THE EMPLOYER:

Name of Signatory	Signature	Date

<b>Name of Organisation:</b>	East London Industrial Development Zone SOC Ltd
Address of Organisation	Lower Chester Road, Sunnyridge East London 5201

**WITNESSED BY:**

Name of Witness	Signature	Date

**SCHEDULE OF DEVIATIONS:**

1. Subject:

Detail:

2. Subject:

Detail:

3. Subject:

Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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



### 1.1.2. FORM OF GAURANTEE

Project title:	<b>TENDER FOR THE PROPOSAL FOR MIGRATION OF ELIDZ SCADA SYSTEM UPGRADE</b>
Contract No:	<b>CONTRACT NO: ES/21/SCADA/MIGRATION/01</b>

WHEREAS

.....  
(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contractor")

on the ..... Day of ..... for the construction of

.....  
at

.....  
AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such guarantee.

NOW THEREFORE WE, .....

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of  
.....(R.....)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of .....20.....

As witnesses:

1. .... Signature.....

2. .... Duly authorized to sign on behalf of

.....  
Address .....

## **1.2 PRICING DATA**

### 1.2.1 Pricing Instructions

### 1.2.2 Bills of Quantities

## 1.2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be guided in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The bidder shall cover the prices and rates for all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and the bidder shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. **The quantities set out in these Bills of Quantities are approximate where not indicated as Fixed and do not necessarily represent the actual amount of work to be done. The final quantities with related ancillaries installed will be used in determining the actual payments due and not the quantities given in the Bills of Quantities.**
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work and in the relevant Standardised Specification.
11. **The service provider integrator is to also indicate the percentage overhead, charges and profit on items A1.1. to A1.8 with the amount in the Bill of quantities under 1.1.2 of the tender document.**

## **1.2.2 BILL OF QUANTITIES**

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## Bill of Quantities

Item no. 1.1.2	Description of item for the supply, installation, configuration and integration of the complete Adriot SCADA System.	Unit	Qty	Rate (R)	Amounts (R)
<b>Section A</b>					
A.1	<b>Procurement of Adriot SCADA System</b> - Procurement of Complete SCADA system with licences registered to ELIDZ with Supply, Installation, configuration, Testing and commissioning of all hardware and software with ancillaries.				
A.1.1	<b>Licences (36 Month Licence Agreements)</b> -Adriot GROUP WIDE License Agreement, SCADA CLIENT licensing, SCADA CLIENTS to existing license, ADRIOT SCADA INTELLIGENCE LICENSING, ADRIOT INFORMATION PORTAL SERVER AND ADRIOT INFORMATION PORTAL SERVER. As per Scope				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.2	Addition of new SCADA CLIENTS				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.3	Amendment or upgrading of scan point sizing of existing licenses				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.4	ALARM MANAGEMENT AND ANALYSIS TOOL				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.5	Supply of the latest version of ADRIOT's software listed				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -

A.1.6	Commissioning & Testing of the entire system.				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.7	Integrating new equipment on new SCADA System (I.e Electric Fence). Price per I/O Point complete with hardware and software configuration.				
	1. Re-measurable	Each	200		R -
	2. Overheads, charges and profit on above	%			R -
A.1.8	<b>On-site support for 3-year package</b> - 15 days in office engineering assistance and 3 days' on-site support by an Adriot engineer every quarter including travel. 20% discount on the standard ADRIOT TRAINING to form part of package.				
	1. Fixed	sum	1		R -
	2. Overheads, charges and profit on above	%			R -
A.1.9	<b>Support</b> - The availability and supply of support services during Core Hours by telephone, fax, modem, or email. Remote support where possible through the lifecycle of the SCADA System. To be included in the holistic pricing.				
	1. Fixed	sum	0	No Charge	R -
	2. Overheads, charges and profit on above	%	0	No Charge	R -
<b>Section A - Sub Total</b>					R -

SECTION B					
B.1	<b>Integration Services</b> -Provide Professional Integration Services for the successfully migration of the ELIDZ SCADA system to the Adriot SCADA system.				
B.1.1	Integration Technical Services for the Adriot system until project handover with contract project management and administration. This is to include the total time required for all resources instated on the project for its duration.				
	1. Fixed	sum	1		R -



B.1.2	Develop ELIDZ standards guidelines, technical manuals, technical procedure, repair, operation and maintenance manuals, drawings and technical policies for the newly installed system.				
	1. Fixed	sum	1		R -
B.1.3	Redesign of the BMS SCADA GUI and as-build Architectural network				
	1. Fixed	sum	1		R -
B.1.4	Providing Skills transfer during system installation, quick repair skills transfer and system training for ELIDZ personnel's until successful project handover.				
	1. Fixed	sum	1		R -
B.1.5	Service Providers Call Out Rate per hour for Project Manager				
	1. Rate Only - Weekdays	Each	Rate Only		R -
	2. Rate Only - Weekend	Each	Rate Only		
B.1.6	Service Providers Call Out Rate per hour for Technician				
	1. Rate Only - Weekdays	Each	Rate Only		R -
	2. Rate Only - Weekend	Each	Rate Only		
B.1.7	Service Providers Travel Rate per km				
	1. Rate Only	Each	Rate Only		R -
<b>Section B - Sub Total</b>					R -

SECTION C					
C.1	<b>Preliminary and General Requirements for both Service Integrator and subcontractor.</b>				
C.1.1	Other fixed-charge obligations (Specify) - Allow for all costs which the Contractor may incur in terms of any or all descriptions in the tender/contract documents and of the drawings, which costs are not specifically covered in the schedule below. Submit full details in writing.	sum	1		R -
C.1.2	All transport, cell phone ,accommodation, Internet, Data Storage, Tools, equipment, staff training, OHS compliance for Act 85 of 1993 , ELIDZ OHS policy compliance ,Environmental Compliance Act 107 of 1998, Operation costs, all meetings and compliance with technical specification.				
	Value related	sum	1		R -
	Time related	sum	6		R -
C1.3	Contractual requirements i.e. insurances, statutory contributions, etc.	sum	1		R -
<b>Section C - Sub Total</b>					R -
SUMMARY					
ITEM	SECTIONS	AMOUNT (R)			
1	SECTION A	R	-		
2	SECTION B	R	-		
3	SECTION C	R	-		
		Sub - Total	R	-	
		VAT (15%)	R	-	
		TOTAL	R	-	

**Carry through Totals applicable to Form 1.1.1 above**