



TENDER NO: 2022-007B

Installation of Glass Elevator at Durban Heights Training Centre

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone : 033 341 1062

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at uMngeni-uThukela Water on:</p> <p>Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freeport KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za</p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar days of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p>

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Tender Number: (2022-007 B)

Tender Title: (INSTALLATION OF GLASS ELEVATOR AT DURBAN HEIGHTS TRAINING CENTRE)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgengi - Uthukela Water is a state owned business enterprise and it operates within the South African legislative parameters of the Water Services Act 108 of 1997, Public Finance Management Act 1 of 1999 and Public Audit Act 25 of 2004.

Competent and experienced Contractors are invited to Tender for the following:

(Installation of Glass elevator at Durban Heights Training Centre)

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgengi Water's BBBEE policy initiative.

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of 70 (seventy) points is required for the tender to be considered further.
 - Price & Preference goals using the 80/20 Preference Point Scoring System in terms of PPPFA
 - Price and Preference goals
1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 or 90/10 preference point system is applicable: points for this bid shall be awarded for:
 - a) Price; and (80 or 90) and Preference as defined in SBD 6.1 (20)
 2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
 3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.
Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20 or 90/10	Evidence to be provided
HDI	An entity which is at least 51% Black owned	12	BBBEE certificate / sworn affidavit
RDP	The promotion of South African owned companies	8	CSD report
Total points for preferential goals		20 or 10	

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

T1.4.

The physical address for submission of Tender documents and the submission of Tenders is: **Umngeni-Uthukela Water, 310 Burger Street, Pietermaritzburg.**

Documents to be issued via e-mail during working hours from 08 August 2023 to 22 August 2023.

Cost of documents – free self-download.

Queries relating to the issue of these documents shall be addressed to: [Ms. Nosipho Mkhize | Tel No.: 033 341 1062], [e-mail: nosiipho.mkhize@umgeni.co.za].

A compulsory clarification meeting with representatives of Umngeni Water shall take place at Pineside Regional Office, 13 Pineside Road, New Germany 3610, on 18 August 2023 @ 11:00.

Only Tenderers who have the Tender documents may attend this compulsory meeting.

No tender documents will be issued at the clarification meeting.

Tenderers must ensure that they bring their documents to the clarification meeting for signing purposes. No concessions will be made for tenderers who do not have their tender documents in their possession.

The closing time for receipt of Tenders is **12h00** on **07 September 2023**.

Tenders are to be deposited in the Tender Box located outside the main entrance at **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

uMngeni- uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on Mngeni-uThukela Water's website <https://www.umgeni.co.za/supplier-documentation/>

Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.

*The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,
Attention: Supply Chain Management
Email: appeals@umgeni.co.za*

Note that appeals not addressed to the abovementioned email will not be considered.

For any other Tender adverts, please visit this website.

uMngeni-uThukela Reserves the Right to Award the Contract In Whole or In Part.

T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The general conditions of tender are the Umngeni-Uthukela Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from uMngeni-uThukela Supply Chain Management office or can be downloaded from the following web site:

<https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf>

For purposes of this Contract the following Special Conditions of Tender shall apply:

F.3.8 Test for responsiveness

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) Meets the minimum Functionality requirement stated in the Tender Data.”

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

T1.5.

Each member of the Purchaser's tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any."

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Purchaser is uMngeni-uThukela Water
	F.1.2 Tender Documents
F.1.2	<p>The Tender Documents issued by the Purchaser comprise the following documents:</p> <p>VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents</p> <p>VOLUME 2 – Offer, Contract, Price, Scope of Work and Site Information Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information Part C5: Annexures</p>
	F.1.4 Communication and Purchaser's agent
F.1.4	<p>The Purchaser's agent is :</p> <p><u>Tender Queries</u></p> <p>Name: Nosipho Mkhize Address: 310 Burger Street Tel: 033 341 1062 E-mail: nosipho.mkhize@umgeni.co.za</p>
	F.2.1 Eligibility
F.2.1	<p>uMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria:</p> <ol style="list-style-type: none"> The tenderer completed the Bidders Disclosure Form (T2.2.2). Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative.

F.2.7 Clarification meeting	
F.2.7	<p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12 Alternative tender offers	
F.2.12	No alternative tender offers will be considered.
F.2.13 Submitting a tender offer	
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Purchaser's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Identification details The identification details which must be stated in the tender offer outer package are:</p> <p>Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address</p> <p>Tenders issued in more than one volume must be returned in the same manner and bound separately as per the tender volumes issued. The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time will be considered.</p>
F.2.13.6	A two-envelope system is not applicable
F.2.15 Closing time	
F.2.15	The closing time for submission of tender offers is as stated in T1.1 Tender Notice and Invitation to Tender .
F.2.16 Tender offer validity	
F.2.16.1	The tender offer validity period is 120 calendar days from the closing date.
F.2.19 Inspections, tests and analysis	
F.2.19	Access shall be provided for the following inspections, tests and analysis:
F.2.20 Submit securities, bonds, policies, etc.	
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
F.2.23 Certificates	

F.2.23	The tenderer is required to submit with his tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Company Registration Certificate.															
F.3.4 Opening of tender submissions																
F.3.4	Tenders will be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.															
F.3.8 Test for responsiveness																
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 (seventy) (seventy) points															
F.3.11 Evaluation of tender offers																
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)															
F.3.11.3 (4c)	The following preference point systems are applicable to all Tenders: 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and															
F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p> <table><thead><tr><th colspan="2">Returnable Schedule</th><th>Weighting %</th></tr></thead><tbody><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>30</td></tr><tr><td>T2.2.11</td><td>Experience of Key Personnel</td><td>40</td></tr><tr><td>T2.2.15</td><td>Method Statement</td><td>20</td></tr><tr><td>T2.2.16</td><td>Preliminary Programme</td><td>10</td></tr></tbody></table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>	Returnable Schedule		Weighting %	T2.2.09	Tenderer's Experience	30	T2.2.11	Experience of Key Personnel	40	T2.2.15	Method Statement	20	T2.2.16	Preliminary Programme	10
Returnable Schedule		Weighting %														
T2.2.09	Tenderer's Experience	30														
T2.2.11	Experience of Key Personnel	40														
T2.2.15	Method Statement	20														
T2.2.16	Preliminary Programme	10														
F.3.17 Provide copies of the contracts																
F.3.17	The number of paper copies of the signed contract to be provided by the Purchaser is one.															
F3.18 Provide written reasons for actions taken																

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.11
T2.2.2 Bidders Disclosure		T2.18
T2.2.3 Tax Compliance Status Letter Requirements		T2.21
T2.2.4 Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.23
T2.2.5 Contract Participation Goals (CPG)		T2.24
T2.2.6 Tenderer's Experience		T2.28
T2.2.7 Quality Assurance & Environmental		T2.31
T2.2.9 Method Statement		T2.40
T2.2.10 Preliminary Programme		T2.41
T2.2.11 Registration Certificate / Agreement / ID Document		T2.43
T2.2.12 Amendments, Qualifications and Alternatives		T2.44
T2.2.13 Record of Addenda to Tender Documents		T2.46
T2.2.14 VAT Registration Certificate		T2.47
T2.2.15 Schedule of Proposed Sub-Suppliers		T2.48
T2.2.16 Proof of Purchase of Tender Document		T2.49
T2.2.17 Goods and Services Sourced Internationally		T2.50
T2.2.18 Preference Points claim form in terms of the PPPFA Regulations 2022,		T2.52
T2.2.19 Letter of Good Standing in terms of COID Act		T2.59
T2.2.20 Tenderer's Financial Standing		T2.60
T2.2.21 Suppliers Health and Safety Declaration		T2.61
T2.2.22 Pro forma OHS Notification		T2.62
T2.2.23 Letter of Intent for Public Liability		T2.64
T2.2.24 Central Supplier Database (CSD) Report		T2.65

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

T2.10.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

FOR INFORMATION USE ONLY

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....
.....
.....
.....

We, the partners in the business trading as

hereby authorize
to sign this Tender as well as any contract resulting from the Tender and any other documents and
correspondence in connection with this Tender and /or contract on behalf of

.....
Signature	Signature	Signature
.....
Date	Date	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURE

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on 20

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on20.....

Mr/Mrs ,
(whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium)

In his/her capacity as:

Signature Date:

NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE MAY RESULT IN THE TENDERER RENDERED INCOMPLETE AND WILL BE DISQUALIFIED/ALTERNATIVELY THE TENDERER MAY ATTACH A SIGNED RESOLUTION ON THE ENTITY'S LETTERHEAD

T2.2.2 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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be
true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation,
communication, agreement or arrangement with any competitor. However, communication
between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements
with any competitor regarding the quality, quantity, specifications, prices, including methods,
factors or formulas used to calculate prices, market allocation, the intention or decision to
submit or not to submit the bid, bidding with the intention not to win the bid and conditions or
delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,
directly or indirectly, to any competitor, prior to the date and time of the official bid opening or
of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by
the bidder with any official of the procuring institution in relation to this procurement process
prior to and during the bidding process except to provide clarification on the bid submitted
where so required by the institution; and the bidder was not involved in the drafting of the
specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any
restrictive practices related to bids and contracts, bids that are suspicious will be reported to
the Competition Commission for investigation and possible imposition of administrative
penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported
to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted
from conducting business with the public sector for a period not exceeding ten (10) years in
terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other
applicable legislation.

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.

T2.18.

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

FOR INFORMATION USE ONLY

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 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 in the service of the state.

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

[Tax Compliance Status (TCS) Letter *obtained from SARS to be inserted here*]

FOR INFORMATION USE ONLY

T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION SESSION / SITE MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. 2022-007B

This is to certify that

(Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at (location).....

..... on (date)

starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Purchaser's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

The objective of uMngeni-uThukela Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT, CPA and Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Service provider/s selected from uMngeni-uThukela Water's Supply Chain Management (SCM) Enterprise Development Database. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for uMngeni-uThukela Water's consideration.

Tenderers (the main contractor irrespective of BBBEE classification) who are on uMngeni-uThukela Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
 - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
 - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the uMngeni-uThukela procurement process and shall be achieved through the following mechanisms:-

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:

- CPG Partner/s are to be obtained from uMngeni-uThukela Water's database of suppliers specifically earmarked for CPG purposes.
- In the event of services where uMngeni-uThukela does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by uMngeni-uThukela Water.
- Main service provider may propose a suitable CPG Partner/s, but uMngeni-uThukela reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to uMngeni-uThukela whilst making profit margins consistent to the profit margins that the main contractor would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 5% shall be due to Black Women participation and another 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main contractor **shall not** substitute any CPG Partner/s without the written approval of uMngeni-uThukela Water.
- The working capital arrangements between the main contractor and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

Invoicing and Payment

The monthly measurement and payment will be according to the following guideline:

- Submission of payment certificate to the Employer's Agent by the Contractor– by 20th of each month, or the nearest previous working day. The submission from the contractor shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Submission to uMngeni-uThukela by the Employer's Agent – by 25th of each month, or the nearest previous working day;
- Payment to the Contractor – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Contractor has been paid by uMngeni-uThukela Water; and
- The submission from the Contractor must include a schedule that clearly shows the following:
 - Total Contract Sum
 - Total amount payable to CPG Partner/s excluding current month
 - Amount payable to CPG Partner for current month
 - % split of Total amount payable to Main contractor and CPG Partner/s

Monitoring and Reporting on CPG

- uMngeni- uThukela will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Contractor. Should disagreements arise, uMngeni-uThukela reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings.

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above, will be deemed **ineligible**.

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMNGENI-UKUTHELA WATER

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities (CPG Partner/s). Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni-Ukuthela Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (uMngeni-uThukela and the Bidder); and uMngeni-uThukela shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.6 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

The evaluation will consider experience in relation to the management of programmes and projects and the provision of cost consulting services in relation to programmes of work as opposed to projects where bills of quantities have been used.

Tenderers should very briefly describe his or her experience in this regard relevant to the scope of work and attach this to this schedule.

The description should be put in tabular form with the following headings:

(Note to compiler: amend table columns headings to be applicable to your tender and then delete this note)

Project name	Period /Year	Value of work inclusive of VAT (Rand)	Size (of Infrastructure constructed)	Company (where the project was done)	Contact Details

Scoring of the Tenderer's experience will be as follows: [30]

DESCRIPTION	MAX POSSIBLE SCORE
<p>TENDERER'S EXPERIENCE [30]</p> <p>The Tenderer should provide proof of company experience of similar works previously done. Company to submit reference letter or completion certificate indicating project start and completion date. (Similar works means supply and installation of elevators).</p> <ul style="list-style-type: none"> • 1 projects – 20 points • 2 projects – 30 points • 3 projects – 50 points <p>10 additional points for every project more than 3 projects to a maximum of 100 points</p>	<p>100</p>

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Project Manager	
2.	Site Foreman	
3.	Lift Inspector	

T2.2.7 EXPERIENCE OF KEY PERSONNEL

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

Key Person Positions

- A Project Manager
- B Site Foreman
- C Lift Inspector

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- General experience (total duration of activity), level of education and training and positions held by the key person.
- The education, training and experience of the person, in the specific sector, field, subject, etc which is directly linked to the scope of work.

A CV of each key person of not more than three pages should be attached to this schedule.

Each CV should be structured under the following headings:

- Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
- Qualifications
- Name of current employer and position in enterprise
- Overview last 10 years of experience (year, organization, position and projects)
- Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows: 40

KEY PERSONNEL [40]

Qualifications (15) – Proof (certificates, diplomas or degrees, ECSA Professional Registration) of qualification should be attached to the resources C.V. As per the organogram structure

100

QUALIFICATIONS (15)

Project Manager: Maximum (5) minimum (3)	Site Foreman: Maximum (5) minimum (3)	Lift Inspector: Maximum (5) minimum (3)
Diploma in Mechanical or Electrical, and a project management as a module/project management certificate/diploma/ degree (3) Or Degree in Mechanical or Electrical and project management as a module/module/project management certificate/diploma/degree (5)	SAQA Accredited Trade Tested – Mechanical or Electrical Certificate (3) Or SAQA Accredited Trade Tested - Lift Mechanic Certificate (5)	ECSA Professional Registered Lift Inspector Certificate, SAQA Accredited Trade Test (3) Or ECSA Professional Registered Lift Inspector Certificate, SAQA Accredited Diploma (5)

Years of Experience of the KEY PERSONNEL (25) (Proof of experience should be included in the resources CV)

Project Manager - Purpose: To ensure project is delivered in accordance with project management principles Years of Experience in project management of similar works (construction works/ lift installations/structural modification)

- 2 years – 15 points
- 3 years – 20 points
- 4 years – 25 points
- 5 years - 30 points

5 additional points for every year more than 5 years to a maximum of 40 points

Site Foreman - Purpose: To ensure that installation work comply with the statutory requirements and in accordance with the design specification Years of Experience in similar works in installations of lifts.

- 2 years – 12 points
- 3 years – 15 points
- 4 years – 18 points
- 5 years - 21 points

3 additional points for every year more than 5 years to a maximum of 30 points

Lift Inspector - Purpose: To ensure certification of the installations Years of Experience in similar works (lift modernization/due diligent inspections/installations/Lift Certification)

- 2 years – 12 points
- 3 years – 15 points
- 4 years – 18 points
- 5 years - 21 points

3 additional points for every year more than 5 years to a maximum of 30 points

T2.2.7 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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T2.2.8 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015

YES	NO
-----	----

2. If “yes”, Tenderer to supply brief summary of structure of system:

.....

.....

.....

.....

.....

.....

.....

3. If “no”, does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when?

Date

OR

4. If “no”, does the Tenderer have its own system?

YES	NO
-----	----

5. If “yes”, please supply details of the system

.....

.....

.....

.....

.....

.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14 001

YES	NO
-----	----

7. If “yes”, Tenderer to supply brief summary of structure of system:

.....

.....

.....

.....

.....

.....

8. If “no”, does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when?

Date

OR

9. If “no”, does the Tenderer have its own system?.....

YES	NO
-----	----

10. If “yes”, please supply details of the system

.....

.....

.....

.....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place.

[The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.]

Scoring of Quality Assurance and Environmental Management will be as follows: []

Note to the Compiler: This table is only an example to serve as guideline in developing an appropriate scoring table. The maximum possible score shall at all times remain 100. Delete this note.

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan & support documents submitted
Poor (score 40)	The approach to Quality and Environmental Management is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tenderer has environmental management system which is certified in terms of ISO 14 000.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.9 METHOD STATEMENT

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The method statement must include a technical description of the system and equipment offered, highlighting the main features, benefits and innovations thereof, and showing how these can meet the Employer's objectives and the specified service requirements. This must be supplemented by technical literature such as brochures, drawings, charts, characteristic curves, for the equipment offered.

The method statement must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:

- a) interfacing with
 - i. the Tenderer's own sub-contractors or joint venture partners and
 - ii. the Civil Contractor; and
- b) sequence of the work in terms of the requirements of C3 Scope of Works

The Tenderer shall include the required method statement and supporting information in the Supporting Documentation file, to be submitted

The method statement should not be longer than 8 pages.

The scoring of the method statement will be as follows: [20]

No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is tailored to address the project objectives and methodology. The quality plan and management of risk in the project plan is generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.10 PRELIMINARY PROGRAMME [20]

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The contract should note that the contract is required to be completed, commissioned and handed over to the Purchaser by the date specified in the contract data.

PROGRAMME													
Component / sub component	WEEKS / MONTHS												

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

Scoring of the preliminary programme will be as follows:

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and sub components and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

T2.2.10 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

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T.2.2.11 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

INSERT HERE

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T2.2.12 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umgani Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Purchaser).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.
(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]

(a) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature Date

T2.2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from Umgeni-Uthukela Water or his representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM No	DATE	TITLE OR DETAILS

.....
Signature
(of person authorized to sign on behalf of the Tenderer)

.....
Date

T2.2.14 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

FOR INFORMATION USE ONLY

T2.2.15 SCHEDULE OF PROPOSED SUB-SUPPLIERS

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

We notify you that it is our intention to employ the following Sub-Suppliers for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Suppliers in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-Supplier	Nature and extent of work	Previous experience with Sub-Supplier
1.			
2.			
3.			
4.			
5.			

Signature Date

Name Position

Tenderer

T2.44.

T2.2.16 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

FOR INFORMATION USE ONLY

T.2.17 GOODS AND SERVICES SOURCED INTERNATIONALLY

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (SUPPLIERS)

3.1 Tenderers are required to sign and submit this Section together with the tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Suppliers) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful tenderer (Supplier) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the Supplier and the DTI will determine the NIP obligation;
- (b) the Supplier and the DTI will sign the NIP obligation agreement;
- (c) the Supplier will submit a performance guarantee to the DTI;
- (d) the Supplier will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the Supplier will submit detailed business plans outlining the business concepts;
- (f) the Supplier will implement the business plans; and
- (g) the Supplier will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful tenderer (Supplier) and, therefore, does not involve the purchasing institution.

Tender number Closing date

Name of tenderer

Postal address

.....

Signature Name (in print)

Date

T2.2.17 GOODS AND SERVICES SOURCED INTERNATIONALLY Continued.....

Insert detailed list of goods and services to be sourced internationally and provide rate of exchange and base date.

Description	Value	Base Date	Rate of Exchange

Note to the Tenderer: It will be the successful Tenderer's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing to do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

T2.2.18 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	
SPECIFIC GOALS	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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 or 90/10 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 or 90/10 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 [select where applicable to this bid]	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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:

T2.2.18 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers not submitting a **valid original or a certified copy** B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process.

FOR INFORMATION USE ONLY

**T2.2.19 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.20 TENDERER'S FINANCIAL STANDING

In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Purchaser to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Purchaser undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.21 SUPPLIERS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) 9(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise have the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Purchaser's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with CR7(1) of the Construction Regulations, approved by the Purchaser or its representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Purchaser's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Purchaser's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Purchaser in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Purchaser.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.22 PRO FORMA OHS NOTIFICATION

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:

.....
.....
.....

- (b) Name of Contractor's contact person:
Telephone number:

2. Contractor's compensation registration number:.....

3. (a) Name and postal address of Purchaser:

- (b) Name of Purchaser's contact person or agent:.....
Telephone number:.....

4. (a) Name and postal address of designer(s) for the project:

.....
.....
.....

- (b) Name of designer's contact person:
Telephone number:.....

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

Telephone number:

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation

6(2):.....

.....
.....
.....

7. Exact physical address of the construction site or site
office:.....

.....
.....
.....

8. Nature of the construction
work:.....

.....

T2.58.

9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:.....
12. Planned number of Sub-Contractors on the construction site accountable to Contractor:.....
13. Name(s) of Sub-Contractors already
chosen:.....
.....
.....
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

PURCHASER: DATE:

FOR INFORMATION USE ONLY

T2.2.23 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.24 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



CONTRACT No: 2022- 007 B

CONTRACT TITLE:

Installation of Glass Elevator at Durban Heights Training Centre

VOLUME 2 – Offer, Contract, Pricing, Scope of Work and Site Information

Issued by:

UMngeni-uThukelaWater
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer:

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

C1.1 FORM OF OFFER AND ACCEPTANCE

A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER NO. 2022 / 007B – INSTALLATION OF GLASS ELAVATOR AT DURBAN HEIGHTS TRAINING CENTRE

The Tenderer, identified in the Offer signature block below, 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:

R (In words),

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.

FOR THE TENDERER:

Signature: (of person authorized to sign the tender)

.....

Name: (of signatory in capitals)

.....

Capacity: (of Signatory)

.....

Name of Tenderer: (organization)

.....

Address:

.....

Telephone number: Fax number:

CIDB Registration Number of Tenderer:

.....

WITNESS:

Signature:

Name: (in capitals)

Date:

C1: AGREEMENTS AND CONTRACT DATA
C1.3.

B: ACCEPTANCE

By signing this part of the 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 as set out in the General and Special Conditions of Contract, and 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

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Sections C.1 to C.5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

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 at, or just after, the date this Agreement comes into effect. 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 on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Signature:

Name: *(of signatory in capitals)*

Capacity: *(of signatory)*

Name of Employer: *(organization)*

Address:

.....

Telephone number: **Fax number:**

WITNESS:

Signature: **Name:** *(in capitals)*

Date:

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....
7. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: (Name and address of organization)

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: (Name and address of organization)

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

the (day) of(month) 201..... (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The **General Conditions of Contract for Construction Works, Third Edition (2015)**, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 (Short title: “GCC 2015”), is applicable to this Contract and is obtainable from www.saice.org.za.

It is agreed that the only variations from the said General Conditions of Contract are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. They shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the SCC hereafter are numbered "SCC" followed in each case by the number of the applicable Clause or Sub-Clause in the GCC 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the GCC 2015.

With reference to SCC 8.6 below, a copy of the Umgani Water Insurance Summary and Claims Procedure is included as an Annexure to C1.2.

SCC 4.4 Sub-Contracting

SCC 4.4.1 *Insert the following after the existing wording:*

“The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board (CIDB). Proof of registration and grading shall be submitted to the Employer’s Agent prior to the award of any such work to a Sub-Contractor.

The Employer reserves the right to refuse payment to the Contractor for work carried out by Sub-Contractors who were not appropriately registered and graded by the CIDB at the time the work was being carried out.

Subsequent registration and grading by the CIDB of Sub-Contractors shall have no force or effect in curing the non-compliance retrospectively.”

SCC 4.5.2 *Insert the following after the existing wording:*

“The Employer shall be responsible for obtaining any construction work permit which may be required in terms of Regulation 3(1) of the Construction Regulations, 2014 (promulgated under Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)).”

SCC 4.5.3 ***Insert the following after the existing wording:***

“Failure by the Contractor to provide in a proper and timeous manner all the necessary information and documents as required by Regulation 3(5) of the Construction Regulations, 2014, or as requested by the Employer or his agent, shall result in any claim which the Contractor may make in connection therewith for an extension of time, any direct or indirect costs, or any damages claim, being rejected.”

SCC 4.5.4 ***Insert the following after the existing wording:***

“The costs incurred by the Contractor in providing the necessary information and documents pursuant to the application for a construction work permit required by Regulation 3(1) of the Construction Regulations, 2014 shall be deemed to be included in the Contractor’s rates and prices, whether itemized separately in the Bill of Quantities or not.”

SCC 5.3 **Commencement of the Works**

SCC 5.3.1 ***Insert the following after the existing wording:***

“In the event of a construction work permit being required (as contemplated under Regulation 3 of the Construction Regulations, 2014), commencement of the Works shall only be legally permissible once a construction work permit has been issued by the relevant authority.

The Contractor shall be required to make an allowance of **50 (fifty) days** from the Commencement Date of the Contract in his initial programme of Works required to be submitted in terms of Clause 5.6.1 so as to allow for the construction work permit to be issued by the Department of Labour, provided that should the Contractor fail to include such an allowance of the said 50 days, he shall be deemed to have done so.

In the event that the construction work permit shall have been issued within the 50 (fifty) day allowance period, the Due Completion Date shall be adjusted accordingly by the Employer’s Agent, with due cognisance being taken as to the date on which the construction work permit was actually issued.”

SCC 5.7 **Progress of the Works**

SCC 5.7.2 ***Delete the second paragraph and substitute with the following:***

“In such an event, the additional costs incurred, by acceding to the Contractor’s request, shall be deducted from the amount payable to the Contractor”.

SCC 5.14 **Completion**

SCC 5.14.5.1 ***Amend this Sub-Clause as follows:***

In the second line, substitute the word “Guarantor” with “Contractor”.

SCC 6.7 **Measurement of the Works**

SCC 6.7.2 ***Delete the words:***

“The Employer’s Agent shall ascertain and determine the value of the Works but, when required to do so by the Employer’s Agent” in the paragraph.

Insert the following at the end of the paragraph:

“This measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a ‘non-working’ day, it shall take place on the last working day prior to the 20th.”

SCC 6.9 Vesting of Plant and Materials

SCC 6.9.3 Identification of Plant and materials

Add the following at the end of Sub-Clause 6.9.3:

“Storage of Plant

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing, the Contractor:

- (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;
- (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce such insurance to the Employer's Agent;
- (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;
- (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and
- (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers or agents, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his or any other storage facilities, shall be at the sole discretion of the Employer's Agent and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.”

SCC 6.10 Payments

SCC 6.10.4 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.6.2 ***Amend this Sub-Clause as follows:***

Delete the words “Contractor's Bank” and substitute with the words “Employer's Bank”.

SCC 6.10.8 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

SCC 6.10.9 Substitute the words “within 28 days of the date of such certificate” with “on or before but not later than the last day of the month following the month in which the Employer's Agent has signed such payment certificate.”

SCC 8.6 Insurances

The following deletions, substitutions and insertions are effected as indicated below:

- SCC 8.6.1 Substitute the word “Contractor” in the second line with “Employer” and insert the words “and all Sub-Contractors engaged in the Works under a valid sub-contract Agreement with the Contractor” after the word “Contractor” at the end of the Paragraph.
- SCC 8.6.1.4 Substitute the word “Contractor” in the sixth line with “Employer”.
- SCC 8.6.1.5 Delete this sub-clause in its entirety.
- SCC 8.6.2 Substitute the word “Contractor” in the third line with “Employer”.
- SCC 8.6.4 Substitute the word “Contractor” in the second line with “Employer”.
- SCC 8.6.5 Substitute the word “Employer” in the fourth line with “Contractor”.
- SCC 8.6.6 Substitute “Contractor” with “Employer” and “Employer’s Agent” with “Contractor” and insert the words “upon request” after the word “shall” and before the word “produce”.
- SCC 8.6.7 Substitute “Contractor” with “Employer” and “Employer” with “Contractor” wherever they appear in this sub-clause.

SCC 10.1 Contractor’s claim

SCC 10.1.5 Employer’s Agent’s ruling on Contractor’s claim

Add the following after the existing wording:

“provided that:

- 10.1.5.3 in the event that the Employer is required to give specific approval for the period of 28 days to be extended (as required by Clause 3.2.3 and as stated in the Contract Data), and the Employer’s Agent fails to obtain such specific approval within the 28 day period, the Contractor’s claim shall be deemed to have been rejected in its entirety.”

SCC 10.2 Dissatisfaction claim

SCC 10.2.3 Employer’s Agent’s ruling on dissatisfaction

Add the following after the existing wording:

“provided that:

- 10.2.3.1 in the event that the Employer’s Agent fails to give his ruling within the 28 day period, the Contractor’s dissatisfaction shall be deemed to have been rejected in its entirety.”

C1.2.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA

The following Contract Specific Data, referring to the General Conditions of Contract as stated above, are applicable to this Contract:

COMPULSORY DATA	
GCC Ref. Clause No.	
1.1.1.15	Name of Employer: Umgeni Water
1.2.1.2	Address of Employer: Physical: 310 Burger Street Pietermaritzburg 3201 KwaZulu-Natal Postal: P O Box 9 Pietermaritzburg 3200 KwaZulu-Natal
1.1.1.16	Name of Employer's Agent: The authorized and designated representative of the Employer is: Name: Violet Mashiga The address for receipt of communications is: Telephone: 033-3411032 Facsimile: 033-3411084 E-mail: violet.mashiga@umgeni.co.za Address: 310 Burger Street, Pietermaritzburg 3201
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.26/ 6.7.1	The Pricing Strategy is Fixed Price.
5.3	Commencement of Works
5.3.1	The documentation required before commencing with the Works are: <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3); 2. Initial Programme (Refer to Clause 5.6); 3. Security (Refer to Clause 6.2.1 below); 4. Insurance (Refer Clause 8.6); and 5. Information and documents required from the Contractor for a construction work permit (if applicable) issued in terms of Regulation 3 of the Construction Regulations, 2014 (Refer to SCC 4.5.2, SCC 4.5.3, SCC 4.5.4 and SCC 5.3.1 above).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 (fourteen) days.
5.5.1/ 1.1.1.14	Time for Practical Completion 20 weeks

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5.6.1 & SCC 5.3.1	Programme The Contractor shall deliver his Programme of works within 14 (fourteen) days from the Commencement Date.
5.8.1 & 5.1.1.1	Non-working times and special non-working days The non-working days are Sundays. The special non-working days are: 1. all public holidays as declared in terms of Section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994); and 2. the year-end break commencing with the close of business on the last working day prior to 16 December and ending with the start of business on the 1 st working day in January of the next year.
5.13.1	Penalty for Delay The penalty for failing to complete the Works by the Due Completion Date shall be R1,500.00. (exclusive of VAT) per day.
5.16.3	Latent Defects Liability Period The latent defects liability period is 3 (three) Years
6.2.1 & 6.2.2	Security The security to be provided by the Contractor shall be a Performance Guarantee (Demand Guarantee) of 10% (ten percent) of the Contract Sum (inclusive of VAT) delivered within the time stated in Clause 5.3.2 above. The Guarantee shall remain valid and enforceable until the Certificate of Completion is issued, whereafter the Guarantee shall be returned to the Contractor. Should the Contractor fail to provide the required Performance Guarantee within the time period stated in Clause 5.3.2 above, or if the Performance Guarantee differs substantially from the <i>pro forma</i> , a security of 10% (ten percent) retention of the value of Works shall be deducted, in addition to the retention withheld in terms of Clause 6.10.3 below.
6.5	Dayworks
6.5.1.2.3	The percentage allowances to cover overhead charges for dayworks which has not been included in the Dayworks Schedule, are as follows: 50% of the gross remuneration of workmen and hourly paid foremen actually engaged in the dayworks; 15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment, for which dayworks rates have been quoted at tender stage.
6.10	Payments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.3	Retention Money The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price. A guarantee in lieu of retention money is not permitted.
8.6.1	Insurances
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R10 000 000 (Ten Million Rand) (inclusive of VAT).
8.6.1.5	The Contractor is required to provide the following insurances:

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	<p>1. Public Liability Insurance Cover is: 10 000 000.00 Ten million for the period of performance</p> <p>Professional Indemnity Insurance [REDACTED] Minimum Cover is: R5 000 000 (Five million rand) [REDACTED] Period of cover: For the period of performance</p>
10.5	<p>Adjudication Dispute resolution shall be by [ad hoc adjudication].</p> <p>The Adjudication Board Rules in GCC 2015 shall apply.</p> <p>The Pro Forma Adjudication Board Member Agreement (GCC 2015 Appendix 5) shall be used for the appointment of members.</p>
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7.1	<p>Arbitration If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.</p>
OPTIONAL DATA	
3.2.3	<p>Specific approval of the Employer required The Employer's Agent shall obtain the <u>specific approval</u> of the Employer in writing before carrying out any of the following:</p> <ol style="list-style-type: none"> (1) Any expenditure beyond the approved Contract Sum as defined in terms of Clause 1.1.1.11. (2) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3. (3) The reduction of a penalty for delay in terms of Clause 5.13.2. (4) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. (5) The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1. (6) Authorizing the Contractor to repair and make good in terms of Clause 8.2.2.2. (7) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1. (8) Changes to the Specifications related to Equipment and Materials which may have an impact on the Operation & Maintenance (O&M) of the Works. <p>The onus shall be on the Contractor to obtain confirmation of the Employer's specific approval in respect of the above.</p> <p>Any instruction by the Employer's Agent that is given without the Employer's specific approval shall have no force or effect, and the Contractor shall have no claim against the Employer under such circumstances.</p>
5.4	Access to the Site
5.4.2 and C4.2	<p>The access to and possession of the Site shall not be exclusive to the Contractor. The limitations are set out below:</p> <p>(a) The Training Centre building is in daily use by staff and the contractor shall liaise with the Training Centre Manager or his/her appointed representative for access requirements. Access shall not be unreasonably withheld.</p> <p>(b)</p>
6.8	Adjustment in rates and/prices

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6.8.2	Contract Price Adjustment will not be applicable.				
6.8.3	Variation of cost of special materials Price adjustments for variations in the cost of special materials is not allowed.				
6.9.1.2	Vesting of Materials The following Plant and materials shall be subject to the conditions of Clause 6.9.1.2. <table> <tr> <td>Plant / Material</td><td>Stored at</td></tr> <tr> <td>Not applicable.</td><td></td></tr> </table>	Plant / Material	Stored at	Not applicable.	
Plant / Material	Stored at				
Not applicable.					
CONTRACT PRICE ADJUSTMENT SCHEDULE (if applicable in terms of Clause 6.8.2 above)					
	Values of the coefficients shall be: (Not Applicable)				

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the **General Conditions of Contract for Construction Works, Third Edition (2015)** in order to understand the implications of this Data which is required to be provided.

GCC REF. CLAUSE No	
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:
6.2.1	Security Security is to be provided as stipulated in the data provided by the Employer in Clause 6.2.1.
6.8.3	The variations in cost of special materials will be based on the following: Not applicable

C1.3 FORM OF GUARANTEE

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA FORM OF PERFORMANCE GUARANTEE - DEMAND GUARANTEE

Name of Project:

Contract Number & Title:

Name and address of Beneficiary:

.....
(whom the Contract defines as the Employer)

We have been informed that (... *name of Contractor and company registration number* ...) (hereinafter called the "Principal") is your contractor under the above-named Contract, which requires him to obtain a Performance Guarantee.

At the request of the Principal, we (... *names and capacities of persons authorised to issue the guarantee* ...) of (... *name of Financial Institution registered with the Financial Services Board* ...) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of (... *amount in figures and words* ...) (the "guaranteed amount"), upon receipt by us of your demand in writing and your written statement stating:

that the Principal is in breach of his obligation(s) under the Contract.

Any demand for payment must contain your authorised representative's signature. The demand must be received by us at this office on or before (... *the date 70 days after the date on which the Completion Certificate for the Works is due to be issued* ...), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Completion Certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within a period of 7 days, of your demand in writing and your written statement that the Completion Certificate has not been issued for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by South African Law and shall be subject to the Uniform rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed at on this day of 20

Guarantors' names and signatures:

Witnesses' names and signatures:

C1.4 ADJUDICATION BOARD MEMBER AGREEMENT

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA **ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Contractor: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

Employer: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)

The Contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (ad hoc adjudication / standing adjudication)* (Delete as applicable).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - 7.1 A monthly retainer of (amount) for (number) of months, and/or
 - 7.2 A daily fee of (amount) based on a (number) hour day, and/or

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7.3 An hourly fee of (*amount*), and/or

7.4 A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

(Signature): (Signature): (Signature):

Name: Name: Name:

Place: Place: Place:

Date: Date: Date:

who warrants that he/ she is duly
authorized to sign for and on
behalf of the **Contractor**

who warrants that he/ she is duly
authorized to sign for and on
behalf of the **Employer**

the **Adjudication Board Member**

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

PRO FORMA
AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between
(hereinafter called the EMPLOYER) of the one part, herein represented by:
.....
in his capacity as: ;
AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by
.....
in his capacity as:
duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: *Insert Contract No. and Description*
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended (hereinafter referred to as "the ACT");

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself / herself / itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate

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site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20

Signature:

Name

and

Surname:

Capacity:

Witness:

1.

2.

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20

Signature:

Name and Surname

Capacity:

Witness:

1.

2.

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Engineer at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Employer's Agent. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Engineer before the work is commenced and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PRICING OF THE BILL OF QUANTITIES

All unit prices, extensions and totals must be filled in **black ink**. Unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates

C2.2.

and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated and may be used at the discretion of the Engineer;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

5. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated and any changes to same shall be considered to be an alternative tender and thus non-responsive.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Employer's Agent at the tender evaluation stage, as set out in the Standard Conditions of Tender Clause F3.9

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the

Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order

10. ASSET CODES

The alphabetical characters appearing in the “AC” column (if applicable) in the Bill of Quantities are for the Employer’s administrative purposes only and do not have any relevance to the rates tendered.

Note to document compiler: The extreme right hand column of the BoQ is to be titled “AC” and the relevant Asset Code from the list below inserted for each major section in the BoQ

C = Civil infrastructure
M = Mechanical infrastructure
E = Electrical infrastructure
I = Instrumentation

Note to document compiler: Select from the above list for each major section in the Bill of Quantities. Delete this note.

11. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	= millimetre	h	= hour
m	= metre	kg	= kilogram
km	= kilometre	t	= ton (1000 kg)
m ²	= square metre	No.	= number
m ² .pass	= square metre-pass	sum	= lump sum
ha	= hectare	MN	= meganewton
m ³	= cubic metre	MN.m	= meganewton-metre
m ³ .km	= cubic metre-kilometre	P C sum	= Prime Cost sum
ℓ	= litre	Prov sum	= Provisional sum
kℓ	= kilolitre	%	= per cent
MPa	= megapascal	pers. Days	= person days
KW	= kilowatt		

C2.2 BILL OF QUANTITIES

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
1.	P&G's or Company Overheads				
1.1	Fixed Charge Items	Sum	1	R	R
1.2	Time Related Items	Weeks	20	R	R
1.3	Contractual Requirements	Sum	1	R	R
1.4	Site Establishment and De-establishment	Sum	1	R	R
1.5	Cost of Adherence to OHS Requirements including COVID19 Protocols	Sum	1	R	R
1.6	Protection of Existing Works/Building	Sum	1	R	R
2.	Design and assemble an Electric Panoramic Elevator as specified by Engineer in Scope of Works below (Part C3). Design from tenderer needs to be signed-off by registered Engineer. <i>Tenderer to refer to the As-built drawings attached for the location in existing Training Centre Building.</i>	Sum	1	R	R
3.	Excavate and build shaft/pit to house the glass elevator as guided by the space available (refer to site pictures).	Sum	1	R	R
4.	Other associated building works required to complete installation	Sum	1	R	R
5.	Cut through roof slab to accommodate lift shaft and make good after installation	Sum	1	R	R
6.	Design, manufacture and install steel shaft structure. Design from tenderer needs to be signed-off by registered Engineer.	Sum	1	R	R
7.	Design, manufacture and install glass cladding for shaft structure. Design from tenderer needs to be signed-off by registered Engineer.	Sum	1	R	R
8.	Delivery and Installation of Glass Elevator at Durban Heights Training Centre	Sum	1	R	R
9.	Connection of the Electric Panoramic Elevator to existing power supply to the approval of the Engineer. Design from tenderer needs to be signed-off by registered Engineer.	Sum	1	R	R
10.	Other Electrical Requirements	Sum	1	R	R
	Supply, Install & Connect an Electric Panoramic elevator with the following data:				
	Usage: People				
	Car Type: Glass				
	Rated Capacity: 800kgs				
	Rated speed: 1.0m/s				
	Number of Stops: 2				
	Travel Height: 3.3m				
AMOUNT BROUGHT FORWARD					R

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ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
AMOUNT CARRIED DOWN					R
	Door Type: Automatic Two Panel Centre Opening				
	Ceiling Type: LED Downlight Type				
	Shaft Dimensions: 2000 x 2000mm				
	Shaft Headroom: 3600mm				
	Shaft Pit: 1200mm				
	Approx. Shaft Height: 8000mm				
	Entrance: One entrance				
	Min. Entrance: 800mm				
	Min. Overhead: 2000mm				
	Railings: Horizontal handrails - Full length of the lift car sides				
	Control System: Microcomputer control for full collective operation, simplex full collective				
	Control Options: <ul style="list-style-type: none"> Emergency light, Ventilation in car, 2-way intercom, Telephone recess overload signal & buzzer unit complete with emergency battery back-up to ensure continuous operation to the ground floor in the event of power failure. Floor front facial Cabin Location Indicator/ Sensor units Floor landing directional indicator buttons OPEN-DOOR and CLOSE-DOOR buttons Key operated rescue Door closing interruption device buttons 				
11.	Dismantling, removal and disposal of existing partitions and doors	Sum	1	R	R
12.	Installation of new partitions and doors where required	Sum	1	R	R
13.	Working Drawings for entire installation to be submitted and approved by UW Team of Engineers	Sum	1	R	R
AMOUNT BROUGHT FORWARD					R

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ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
AMOUNT CARRIED DOWN					R
14.	Record Drawings (As Designed and Installed) to be submitted and approved by UW Engineer	Sum	1	R	R
15.	Maintenance and Instruction Manuals to be submitted and approved by UW Engineer	Sum	1	R	R
16.	Spares to be submitted and approved by UW Engineer	Sum	1	R	R
17.	Testing and Inspection –of Complete Installation	Sum	1	R	R
18.	Clearing and making good of working area	Sum	1	R	R
19.	Preparing for and submission of Test Certificates	Sum	1	R	R
20.	Deliver and install elevator on site complete with all ancillaries.	Sum	1	R	R
21.	Integrate the elevator into power supply of building.	Sum	1	R	R
22.	Commissioning of the elevator and issuing of relevant manuals COC, etc.	Sum	1	R	R
23.	Servicing and call out rate	Hr	1	R	Rate Only
AMOUNT CARRIED TO SUMMARY TABLE					R

FINAL SUMMARY TABLE	
A - Total for all taken from Summary Above excluding VAT (Use to calculate CPG amount and percentage)	R
B - Contingencies @ 20% of A	R
C- Subtotal (A + B)	R
D - VAT @ 15% of C	R
E- TOTAL AMOUNT FOR THE DESIGN, CONSTRUCT, ASSEMBLE, INSTALL, CONNECT AND COMMISSION OF GLASS ELEVATOR INCLUDING VAT (C+D) <i>Carried forward to C1.1 (Offer).</i>	R

PART C3: SCOPE OF WORK

This specification outlines the requirements for the design, manufacture, assembly, inspection, packing, supply and delivery at site, installation, testing, commissioning and handing over of following Passenger lifts, complete with all accessories for efficient and trouble free operation and control panels as per relevant South African & International Standards.

The appointed Service Provider will be expected to perform the following functions:

1. Conduct risk assessments and provide method statement.
2. Supply documentation of all safety measures involved in the design.
3. All measurements to be verified at the site.
4. Deliver and install a SANS 10400-S and SANS 50081 compliant glass elevator on site complete with ancillaries.
5. Supply and install elevator in accordance with the technical specification and applicable standards.
6. Elevator to be accessible for people with disabilities.
7. Connect the elevator into an auxiliary power supply so that in the event of power failure, the lift will continue to function.
8. Provision of all documentation including but not limited to mechanical, electrical and electronics works (e.g. upgrade of circuits and COC's) operation/ maintenance manuals, maintenance/operation training to current maintenance contractor and training documents.
9. Supply and install power surge protection system for the installations.
10. Commissioning of the elevator and issuing of relevant manuals COC, etc.
11. Work with Safety, Health, Environment and Quality (SHERQ) and Business Continuity Coordinators of Divisions/business units in an integrated manner.

NB: There should be local spare availability and technical support.

The lifts offered by the tenderer shall be complete in all respects and any equipment or auxiliary not covered by this specification, but essential for proper design, co-ordination, operation and maintenance shall be included by the tenderer without any extra cost to Umgeni Water.

All materials and consumables required for satisfactory completion of the job shall be supplied by contractor. Contractor's scope shall also include arranging of all tools, tackles, equipment, machinery and labour required for satisfactory completion of the works.

Obtaining statutory approval/ license to commence work, installation & commissioning and operation of lift from lift inspectorate shall be in the scope of contractor.

The following information can be used as the basis of the design, manufacture, and install. The contractor shall be responsible and accountable for the verification of the supplied information.

APPLICABLE CODE AND STANDARDS

The design, manufacturing, assembly, installation, testing and performance of various equipment covered by this specification shall comply with all currently applicable statutory act, regulations and safety codes in the locality where the equipment will be installed. Nothing in this specification shall be interpreted to relieve vendor of his responsibility.

BS EN 81-20:2014	Safety rules for the construction and installation of lifts
BS EN 81-50:2014	Safety rules for the construction and installation of lifts — Examinations and tests. Part 50: Design rules, calculations, examinations and tests of lift components
EN 10025 (all parts)	Hot rolled products of non-alloy structural steels - Technical delivery conditions
EN 12385-5	Steel wire ropes - Safety - Part 5: Stranded ropes for lifts
EN 60068-2-14	Environmental testing - Part 14: Tests – Test N: Change of temperature (IEC 60068-2-14)
EN 60068-2-27	Environmental testing - Part 2-27: Tests - Test Ea and guidance: Shock (IEC 60068-2-27)
EN 60068-2-6	Environmental testing - Part 2: Tests - Test Fc: Vibration (sinusoidal) (IEC 60068-2-6)
EN 60112	Method for the determination of the proof and the comparative tracking indices of solid insulating materials (IEC 60112)
EN 60664-1:2007,	Insulation coordination for equipment within low-voltage systems - Part 1: Principles, requirements and tests (IEC 60664-1:2007)
EN 60947-4-1	Low-voltage switchgear and controlgear - Part 4-1: Contactors and motor-starters - Electromechanical contactors and motor-starters (IEC 60947-4-1)
EN 60947-4-1,	Low-voltage switchgear and controlgear - Part 4-1: Contactors and motor-starters - Electromechanical contactors and motor-starters (IEC 60947-4-1)
EN 60947-5-1	Low-voltage switchgear and controlgear - Part 5-1: Control circuit devices and switching elements - Electromechanical control circuit devices (IEC 60947-5-1)
EN 61508-1:2010	Functional safety of electrical/electronic/programmable electronic safety-related systems - Part 1: General requirements (IEC 61508-1:2010)
EN 61508-2:2010	Functional safety of electrical/electronic/programmable electronic safety-related systems - Part 2: Requirements for electrical/electronic/programmable electronic safety-related systems (IEC 61508-2:2010)
EN 61508-3:2010,	Functional safety of electrical/electronic/programmable electronic safety related systems - Part 3: Software requirements (IEC 61508-3:2010)

EN 61508-7:2010,	Functional safety of electrical/electronic/programmable electronic safety related systems - Part 7: Overview of techniques and measures (IEC 61508-7:2010)
EN 81-20:2014	Safety rules for the construction and installation of lifts – Lifts for the transport of persons and goods – Part 20: Passenger and goods passenger lifts
EN ISO 12100:2010,	Safety of machinery - General principles for design - Risk assessment and risk reduction (ISO 12100:2010)
SANS 1545-1	Safety rules for the construction and installation of lifts Part 1: Electric lifts
SANS 1545-9	Safety rules for the construction and installation of lifts Part 9: Lift landing doors - Fire resistance testing
SANS 4344	Steel wire ropes for lifts - Minimum requirements
SANS 10400-S: 2011	The application of the National Building Regulations Part S: Facilities for persons with disabilities
SANS 50081-1: 2004	Safety rules for the construction and installation of lifts Part 1: Electric lifts
SANS 50081-20: 2017	Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods - Part 20: Passenger and goods passenger lifts
SANS 50081-21: 2010	Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods Part 21: New passenger and goods passenger lifts in existing building
SANS 50081-22: 2017	Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods - Part 22: Electric lifts with inclined path
SANS 50081-41: 2015	Safety rules for the construction and installation of lifts - Special lifts for the transport of persons and goods - Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
SANS 50081-50: 2017	Safety rules for the construction and installation of lifts - Examinations and tests - Part 50: Design rules, calculations, examinations and tests of lift components
SANS 50081-70: 2004	Safety rules for the construction and installation of lifts - Particular applications for passenger and goods lifts Part 70: Accessibility to lifts for persons including persons with disability
SANS 50081-80: 2005	Safety rules for the construction and installation of lifts - Existing lifts Part 80: Rules for the improvement of safety of existing passenger and goods lifts
SANS 21542	Building construction - Accessibility and usability of the built environment.
SATR 25743	Lifts (elevators) - Study of the use of lifts for evacuation during an emergency

TECHNICAL REQUIREMENTS

The Passenger Lifts covered by this specification is for man and material movement. The passenger lifts shall be designed for man and material movement, safe operation, comfort and service.

Testing of elevator motor and controller at manufacturer works and after installation at site including obtaining clearance from lift inspector is included in the scope of contractor.

Complete set of special tools and tackles required shall be supplied along with Lift. Each tool and tackle shall be stamped so as to be identified easily for its use and size. Tools shall be supplied in a steel tool box.

DRIVE MACHINERY

Geared or Gearless machine

- a) The geared or gearless machine for lift is acceptable. It shall consist of motor, traction sheave and brake completely aligned on a single shaft. The machine shall be driven by A.C. geared or gearless motor with VVVF drive.
- b) The Lift machine shall be based on Variable Voltage Variable Frequency (VVVF) controller (with feedback loop) with AC motor, its associated machinery like main sheave & deflector sheave (if any), electromagnetic brakes, suitable for passenger lift and passenger cum service lift, infrared door sensor, car rope, governor ropes, car enclosure, car platform, travelling communication cable, landing doors, limit switches, wiring etc. suitable for hoist way and machine room.
- c) Variable-voltage control: The control shall be variable or multi-voltage system. The system shall provide smooth and practically constant acceleration and retardation under all operating conditions. During the acceleration and retardation periods, the voltage applied to the elevator motor shall be gradually changed by the drive without interruption of power to the motor. Overload relays shall be provided to protect the driving motors against overloads.

Electric Motor

Motors shall be suitable for frequent starting as per IEC-60034-1 or equivalent international standards. Motor shall be suitable for traction duty and shall have high starting torque. Motor pull-out torque shall be a minimum 250% of rated torque.

Sheaves

Sheaves and pulleys shall be of hard alloy, cast iron, spheroidal graphite iron or steel and free from cracks, sand holes and others defects. They shall have machined rope grooves. The traction sheave shall be grooved to produce proper traction and shall be of sufficient dimension to provide for wear in the groove. The deflector sheave shall be grooved so as to provide a smooth bed for the rope. The deflector or secondary sheave assemblies, where used, shall be mounted in proper alignment with the traction sheave. Such deflector sheaves shall have grooves larger than rope diameter as specified in SANS 4344. The size of all the sheaves shall be in accordance with EN 10025. Wherever required, suitable protection guards shall be provided.

Brake

- a) The lift drive machinery shall be provided with an electro-magnetic fail-safe brake. The brake shall be designed to be of sufficient size and strength to stop/ hold the car at rated load with desired factor of safety as per relevant code. The brake should be capable of operation automatically by the various safety devices, power failure and by the normal stopping of the

car. The brake shall be released electrically. It shall also have provision to release the brake manually in case of emergency.

- b) At times of lift stopping due to any reasons, it shall be possible to move the lift car to the nearest landing manually. The manual operation shall be by means of a winding wheel or handle mounted on the end of the motor shaft. The up or down direction of the movement of the car should be clearly marked on the motor or at suitable location. A warning plate written in bold signal red color advising the maintenance staff to switch off the mains supply before releasing the brake and operating the wheel is to be prominently displayed.

Type of Controls

The contractor shall select the control system that will be suitable for the design performed. The contractor shall be responsible for the selected control system.

Operating devices

The Passenger Lift shall be furnished, not limited to the following:

- With a flush type attractive finished metal panel which shall contain a series of push buttons numbered to correspond to the landings served, an emergency-stop switch, door open button, fan switch and an emergency call button connected to bell which would serve as an emergency signal.
- Glass car enclosure shall be provided with fixtures like LED lights, fan, emergency LED lighting fixture, battery operated alarm bell and intercom telephone facility.
- Cross flow fan shall be provided with heavy duty metal diffuser. Fan shall provide 12 air changes per hour in the car.
- Digital car position indicator shall be provided in the car with stainless steel faceplate.
- Provision shall be there in Lift car (such as speaker with light music), which can be hooked up with Public address system (Necessary cabling shall be provided up to Lift Machine Room).
- Car hangers and track locks shall be provided with mounting accessories.
- Door operating system shall be provided with glass door for car as well as for landing doors at all floors suitable for openings with all safety features and for jerk-free operations.
- Flush type panel consisting of car position and direction indicator shall be provided in the car.
- Car-Operating Panel (COP) shall be provided with luminous operating buttons, for reaching destination stops, in stainless steel faceplate.
- Car weight sensing device shall be provided with overload warning indication (audio- visual) in stainless steel faceplate.
- Magnet switches and limit-switches shall be provided with mounting accessories.
- Complete control wiring in the car, hoist way, machine room shall be provided including travelling cables, junction box, troughs with cover in machine room, hoistway and all other wiring of suitable capacity. Power supply to elevator controller, wiring between the power point outlets to the controller & the wiring for power supply to mid- way junction box in the controller shall be in the scope of the contractor. However, the purchaser will provide hoist way & pit lighting and receptacles in hoistway.
- At Hoistway landings: Up & Down call luminous hall buttons shall be provided at each intermediate landings with Up & Down arrows in stainless steel face plate including digital car position indicators at intermediate floors and Up/ Down call luminous hall buttons with Up/ Down arrows in stainless steel faceplate including digital car position indicators for terminal floors. The panel shall be elegant flush mounting type located adjacent to the elevator entrance.
- Vanes & brackets in the hoist way shall be provided, as necessary.
- Operation with an attendant: The regular car operating panel which would include buttons, switches etc. for the collective-automatic control, shall also include the following:
 - A two position key operated switch marked to indicate 'ATT' (Attendant operation).
 - A buzzer and a non-stop button.
 - A service cabinet shall be provided for housing the above.

Guide Rails

- a) Steel tee guides shall be furnished for the car and counterweight. Guide rails shall be in accordance with clause 3 of IS 14665 (Part 4 – Sec 2) 2000. Machined guide rails shall be permitted for cars for all lifts.
- b) The guide rails shall be throughout the entire travel and shall withstand, without any deformation, the loads from fully loaded car with desired factor of safety.
- c) The guide rails shall be supported by brackets secured to the hoistway frame at each floor. The rails shall be securely fastened to the brackets or other supports by approved heavy rail clamps. All necessary guide rail packing or additional supports shall be provided to prevent guide rail deflection and stresses exceeding the prescribed limits.
- d) Guide rails shall extend from pit floor to the underside of concrete slabs or grating at top of the lift well. They shall be erected in plumb and parallel with a maximum deviation as per the design standard. Jointing plates shall be so located as not to interfere with supporting clamps and brackets. The bolts shall be used with spring lock washers. The guide rail anchorage at pit floor must be made without puncturing the water proofing. The expansion joints in the guide rails shall be so designed as to avoid jerks in the lift car.

Lift Car

Car Frame

The car frame, which supports the car platform and enclosure, shall be in accordance with BS EN 81-20:2014 and BS EN 81-50:2014. It shall be made of rigid construction to withstand loads without deformation. The car shall be so mounted on the frame that vibration and noise transmitted to the passengers inside is minimized. It shall be equipped with suitable guides and car safety device mounted underneath the car platform.

Car Platform

The car platform shall be structural steel framed construction and designed on the basis of rated load evenly distributed. The dimensions shall conform to BS EN 81-20:2014 and BS EN 81-50:2014. The flooring shall be smooth and of anti-skid surface. The flooring for Passenger cum Service lift shall be strong enough to take the rated load without any deformation or damage.

A load plate along with overload alarm, giving the rated load and permissible maximum number of passengers should be fitted in each lift car in a conspicuous position. The details of the floor, ceiling and panelling shall be furnished by the tenderer.

Car Body

The car shall be enclosed on all sides by a metallic and glass enclosure. The enclosure including the door shall withstand without deformation. Ventilation openings, if specified, shall be as per EN 81-20:2014 and BS EN 81-50:2014.

Car roof

The roof of the car shall be of sufficiently robust construction and designed to withstand, without deformation, weight of two persons with tools in addition to other stuff fixed on the top and as per EN 81-20:2014 and BS EN 81-50:2014.

Car Thresholds

The contractor shall design, manufacture and install car entrance with thresholds that are of non-corrosive material. The car thresholds will be decided by the contractor.

Toe Guard Aprons

The contractor shall design, manufacture and install toe guard aprons.

Clearance

The clearance between the top of the car and the soffit of the lift shaft roof, bottom of the car and the pit floor, the buffers, etc., and the clearance between the car and the lift well, between the car and the

landing sill, between two lift cars in the same shaft etc., shall be provided as per EN 81-20:2014 and BS EN 81-50:2014.

Car Apron, Landing Thresholds and Sills

The contractor shall ensure that the aprons are fitted to the car platform such that no dangerous gap exists at any time when the landing door is opening. Thresholds and sill plates shall be provided at the landings also. The distance between landing sill and the sill on car platform shall not be more than 30mm.

Emergency Power Supply for lift car

The contractor shall include suitable secondary battery with trickle/ boost charge arrangement and inverter power pack with necessary contactors for supplying the LED light fixtures in the lift car. The same battery shall also feed the alarm bell and communication equipment. Battery shall be SMF type and capacity shall be as per IS.

Ratings and Instructions

Inside the lift car, the lift contractor shall also provide a stainless steel metallic plate indicating the rated load and detailed instructions for the passengers. This shall be mounted at a suitable place.

Lift Car Interior Finish

The side, rear and fascia panel shall be of stainless steel (SS 304) with good finish. The flooring shall be with 3mm thick vinyl tiles for passenger lifts. The False ceiling in the lift car shall be crafted from Stainless steel in hairline finish with LED lamps and fan diffuser(s) in suitable colours.

Operating Panel inside the car

The car operating panel shall be of SS 304 hairline finish, flush mounted and duly finished to match the car interior decor and shall contain all the devices, as may be specified, depending upon the type of operation required. In addition, separate illuminated panel for indication & the floor and direction may be provided on the top of the door way. All switches shall be fade proof, vandal resistant and the devices shall be of suitable quality.

Each device and its operating position shall be legible, fade proof, vandal resistant and marked

Car and Landing Entrances

The car and landing doors shall be of flush type, centre opening stainless steel (hairline), only for power operation. Power operated car and landing doors shall be so designed, as not to injure any person during their closure by means of provision of a safety pressure switch, which shall cause the doors to reopen on the slightest pressure. In case of power operated doors, it shall be possible on power failure, to open them from the car side. All the openings for passenger lifts shall be min 2000 mm clear in height. For Passenger as well as Passenger cum Service lift, power operated doors shall be used. However, attendant switch with key lock shall be provided for Passenger cum Service lift. The door opening and closing shall be accomplished, smoothly and quickly, without undue noise, vibration and shock and their movements shall be cushioned and checked at both limits.

Car doors

- a) The car door shall be hung from the top fabricated track and means shall be provided to prevent the door from jumping off the track. The doors shall be provided with two-point suspension sheave type hangers suitable for the type of door operation specified. The hangers shall be provided for vertical and lateral adjustment of car door. The sheaves shall move on a fabricated track so shaped as to permit free movement of sheaves with regard to vertical adjustment of sheave bracket or hosting.
- b) The hoistway door as well as the car door for passenger lift shall be centre opening, horizontal sliding, stainless steel, hairline finish.
- c) In order to ensure that the trapped passenger does not attempt opening the landing door, the electromechanical latch should be so designed that it is inaccessible or invisible to the passengers in the car.

- d) In order to avoid accidental closure of doors while boarding or alighting the car, a tamper proof infra-red curtain covering almost the entire height of the door should be provided in the lift doors.
- e) Selector switch shall be provided for locking the closure of automatic doors of Passenger cum Service lifts.

Landing doors

Stainless steel centrally opening landing doors shall be provided with door hangers at all floors, suitable for clear opening with stainless steel side guards and unlocking device bushing for passenger lifts and passenger cum service lifts.

Each landing door shall be complete with locks, header, sills, frames, rims, hanger supports with cover plates, fascia plates etc. The finished work shall be strong, rigid, and neat in appearance. Plain surfaces shall be smooth and free from warp or buckle. Moulded surfaces shall be clean, straight and true. Fastenings shall be concealed from the face side of the material. Steel Sills shall be provided with a suitable nosing of approximately 25 mm depth on the shaft side.

The opening for the landing gates or doors shall not be wider than that of the lift car. In the case of bi-parting type steel doors, the locking of the two leaves of the doors should be positive.

Car landing

The entire lift car landing shall be well lit to an illumination level of 150 lux and shall be free from obstructions. The control for landing lights and the sign lights shall be tamperproof. Wherever standby power supply is available, these lights shall be connected to standby circuits also.

LEVELLING

The elevator shall be provided with a micro-self-levelling feature that will automatically bring the car to the floor landings. This micro-levelling shall, within its zone, be entirely automatic and independent of the operating device and shall correct for over-travel or under-travel and rope stretch.

The Lift shall be provided with a two-way automatic levelling device. The levelling device shall take care of overrun and under run of the car and rope stretch, such that car floor leveling accuracy is + 5 mm/ - 0.0 mm from the landing level at all floors while in operation. Aprons of sufficient depth shall be fitted to the car floor to ensure that no space is permitted between the threshold and the landing while the car is being levelled to floor.

COUNTER WEIGHT

Suitable guided structural steel frame with appropriate counter weights shall be furnished to promote smooth and economical operation. The counter weight for lift car shall be in accordance with BS EN 81-20:2014 and BS EN 81-50:2014 and shall be designed to balance the weight of empty lift car plus approximately 50 per cent of the rated load.

It shall consist of cast sections firmly secured in relative movement by at least two numbers steel tie rods, having lock nuts/ split pins at each end passing through each section and housed in a rigid steel frame work. Cracked and broken sub weight shall not be accepted.

GUIDE SHOES

The contractor shall design, manufacture, delivery and install spring loaded guide shoes with renewable liners or the guide shoes shall be roller type. The contractor shall select the best suitable guide shoes.

LIFT ROPES

The elevator shall be provided with traction steel hoist ropes. The hoist ropes shall include adjustable self-aligning hitches. Round strand steel wire ropes made from steel and of good flexibility shall be used for lift shall be in accordance with SANS 4344. Lubrications between the strands shall be achieved by providing impregnated hemp core. The lift ropes shall conform to SANS 4344 and the following factor of safety shall be adhered to.

The contractor shall ensure that the rope safety factor is properly selected for the lift speed.

ROPE FASTENINGS

The ends of lift ropes shall be properly secured to the car and counter weight hitch plates, as the case may be, with adjustable rope shackles having individual taper babbitt sockets, or any other suitable

arrangement. Each lift rope shackle shall be fitted with a suitable shackle spring, seat washer, shackle nut & lock and shackle nut split pin.

GUARDS FOR LIFT ROPES

Where lift ropes run around a sheave or sheaves on the car and/ or counter weight of geared or gearless machine, suitable guards shall be provided for preventing injury to maintenance personnel.

NUMBER & SIZE OF ROPES

The contractor must indicate the number and size of lift ropes and governor ropes proposed to be used, their origin, type, ultimate strength and factor of safety. The contractor should furnish certificate of ropes from the rope manufacturers, issued by competent authority.

SAFETY EQUIPMENT

The Passenger Lift shall be provided all safety features that must be include the contractors design:

Terminal Switches

The contractor shall include the terminal switches in the design of the Passenger Lift. The location of the terminal switches shall be decided by the contractor.

Ultimate Terminal Switches

Ultimate or final limit switches shall act to prevent movement of the lift car under power in both directions of travel and shall, after operating, remain open until the lift car has been moved by a hand winding to a position within the limits of normal travel.

These shall be provided in accordance with the statutory requirements and standing practices. When provided, these shall arrange to stop the car automatically within top and bottom clearances independently of the normal terminal switches but with the buffers operative.

Buffers

- The contractor shall include the buffers in the design of the Passenger Lift.
- Buffers shall be installed as a means of stopping the car and counterweight at the bottom extreme limit of travel. Buffers in the pit shall be mounted on steel channels, which extend between both the car and counterweight guide rails.
- The material of the buffers shall be included in the design of the Passenger Lift.
- Buffers shall be suitable for installation in the space available. Buffer anchorage at pit floors shall be installed avoiding puncturing of water proofing.
- All buffers shall be tested at manufacturer's works and a copy of the test report shall be submitted.
- When the lift car rests on fully compressed buffers, there shall be at least 600mm clearance between the lowest point in its car frame and any obstruction in the pit exclusive of buffers and their supports. Similarly, when the lift car cross head is 600mm from the nearest obstruction above it, no projection on the car shall strike any part of the overhead structure.
- The contractor must indicate the name of buffer manufacturer, buffer stroke & certified maximum loads.

Door Locks

Electro-mechanical door lock shall be provided for all the landing doors and they shall be such that the doors cannot open unless the car is at rest at the particular landing. It shall not be possible to move the car unless all the landing doors and the car door are closed and locked. This requirement however does not apply when the lift car is provided with automatic leveling devices and in such cases, it shall be permitted to move the car with both the doors open in the leveling zone for the purpose of leveling. All the locks and contacts shall conform to BS EN 81-20:2014 and BS EN 81-50:2014 and shall be positive and pass the prescribed endurance and reliability test from a recognized testing laboratory. They shall be so located as to be inaccessible to un-authorized personnel. The electromechanical latch should be so designed that it is inaccessible or invisible to the passengers in the car.

Other Safeties

- Besides these safety devices mentioned above, motor operated electro-mechanical brake,

counter-weight guards, alarm bell, emergency door lock release operating key and associated safety and other safety requirements shall also be included.

- b) A manually operated mains disconnecting switch shall be installed in the main circuit cables of each electric lift machines. This switch shall be placed close to and visible from the machine it controls.
- c) It shall not be possible to start the lift car under normal operation unless every landing door and car door is in the closed position.
- d) The landing push buttons shall remain inoperative until the person or persons, using the lift, have vacated the lift car and the landing door has been again closed, except that with the collective control, the push button may be utilized for this purpose provided they do not in any way interfere with the direction of current journey and that provision shall be made for a reasonable time lag between the stopping of the lift car and it being restarted.
- e) An emergency stop switch may also be fitted on top of every lift car for use by persons working thereon.
- f) Every lift car under automatic attendant control shall stop at landing with car sill fairly in level with the landing sill. The difference in levels shall not exceed the distances mentioned in BS EN 81-20:2014 and BS EN 81-50:2014.

LIFT OPERATIONS

- a) The operation of the Lift shall be simplex, selective, collective and automatic, with or without operator. The Lift operation shall conform to the following requirements.
- b) The operation of the Lift shall be through a push button station located inside the car.
- c) The Lift shall not move unless the car door, landing door and all other protected openings connected with the control circuit are closed.
- d) Two push buttons, one for upward and the other for downward movement at each intermediate landing and one push button at each terminal landing shall be provided in the landing floors in order to call the car.
- e) The landing doors shall be interlocked so that the landing door at any floor shall not open when the Lift is not on that floor.
- f) Push button/ knob shall be fixed in the car for holding the doors open for any length of time required.

CONTROLLING EQUIPMENT

The movement of the car shall be electrically controlled by means of a controller located in the machine room. A Microprocessor based controller shall be provided to control starting, stopping and the speed of the elevator motor and shall automatically apply the brake if any of the safety devices operates or the power fails due to any cause.

Control Circuits

The control circuit shall be designed for the type of lift specified for safety operation. It shall not be possible to start the car unless all the car and landing doors are fully closed and landing doors locked. The circuit shall have an independent fuse protection for fault and overloads and be arranged so that earth fault or an open circuit shall not create unsafe condition. The circuit shall be so arranged that for the stoppage of the car at specified landing or for actuation of a contactor by emergency switches or operation of safetygears, the system shall not depend upon the completion of an electrical circuit to cut off power supply and apply the brakes. This requirement is not applicable to dynamic braking and speed control devices.

Terminal Boards

All wiring for external control circuits shall be brought to a terminal board with means of identification of each wire. Metallic/ plastic identification tags shall invariably be provided. All connections of wires to terminal boards shall be adequately clamped or screwed.

AUXILIARY SWITCHES

Emergency Stop Switches

On top of the lift car, an emergency stop switch shall be provided for use by maintenance personnel. Stop switch shall also be provided in the machine room. Operation of these switches/ buttons shall cancel all the registered calls and landing calls for that particular lift.

Maintenance Switch On Top of the Car

- a) For purpose of inspection and maintenance, maintenance switch shall be provided on top of the car. The control circuitry shall be so arranged that in the event of the operation of this switch:
 - i. The car speed shall be specified by the contractor on the O&M manuals.
 - ii. The car movement shall be possible only on the application of the continuous pressure on a button. It shall be so mounted to prevent any inadvertent operation.

Fireman Switch

Fireman switch, with glass to break for access, shall be provided at ground or main floor for all the lifts. The operation of this switch shall isolate or cancel all calls to all the lifts and the lifts will stop at the next nearest landing if travelling upward. The doors will not open at this landing and the lifts will start travelling to ground floor. If these were already travelling down, they will go straight to ground floor without stopping enroute.

INSPECTION FACILITY

An Inspector's changeover switch and set of test buttons shall be provided in the controller. Operation of the Inspector's changeover switch shall make both the car and landing buttons inoperative and permit the lift to be worked in either direction from machine room for test purposes by pressing corresponding test buttons in the controller. It shall not however interfere with the emergency stop switches inside the car or on the top of the car.

SAFETY LINE INDICATORS

If specified, visual tell-tale lights may be provided to monitor the conditions of faults in the safety line of the lift for easier fault finding. These indicators will remain lit when safety circuits are normal. One indicator shall be provided for each safety on the controller. If any indicators fail to light up as the lift proceeds in its sequence of operation, there shall be visual indication of the safety line open circuit and also its location for easier fault finding.

CONTROL WIRING

Wiring in Machine Room

The contractor shall design the wiring in machine room in accordance to international standards.

All relays shall be suitable for lift service and shall incorporate adequate contact wipe for reliable operation. Relays shall operate satisfactorily between 80% to 110% of their voltage.

Trailing Cables

The contractor shall design the trailing cables in accordance to international standards.

Earthing

The contractor shall design the Earthing in accordance to international standards.

Miscellaneous

Principle of function wise segregation shall be accepted as far as possible in the general arrangement of components.

Controller Casing

- a) The controller unit, comprising of the main circuit breaker, adjustable overload and phase reversal and phase failure protection, all the circuit elements viz. transformer, rectifier for D.C. control

supply, inverter power pack, terminal blocks etc., shall be enclosed in an insect proof, sheet steel floor or wall mounted cabinet with hinged doors at front or at both front and rear. Proper warning boards and danger plates shall be provided on both sides of the controller casing. Sheet steel thickness used for controller cabinet shall not be less than 16 SWG and shall be properly braced, where necessary. Suitable gland plate shall be provided for cable entry. The battery for the charger unit shall be suitably placed in the machine room. The sheet steel enclosure shall conform to IP 42 protection.

- b) All sheet steel work shall be painted with two coats of synthetic enamel paint of purchaser's approved shade, both inside and outside, over two coats of zinc primer.

ROPE COMPENSATION

The lift rope compensation for lift travel shall be provided for lift travels beyond 40 min all cases.

DISTRIBUTION BOARD

The contractor shall design the wiring in machine room in accordance to international standards.

AUTOMATIC RESCUE DEVICES (ARD)

- a) Automatic Rescue Device (ARD) including batteries shall be provided.
- b) Vendor shall provide a modern advanced electronic drive system of "RESCUING Passengers trapped in an ELEVATOR" in case of power failure.
- c) In addition to the above, bell and cranking device shall be provided with hand wheel connected with motor shaft for manual lowering of elevator to the nearest landing level.
- d) The ARD shall have the following specifications:
- e) ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
- f) ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor, the elevator shall detect the zone and stop. After the elevator has stopped, it shall automatically open the doors and shall park with door open. After the operation is completed by the ARD, the elevator is automatically switched over to normal operation as soon as normal power supply resumes.
- g) An audio and visual indicator shall be provided inside the lift car to alert the passenger trapped inside that they are being rescued.
- h) In case the normal supply resumes during ARD in operation, the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing, it will automatically be switched to normal power operation.
- i) All the lift safeties shall remain active during the ARD mode of operation.
- j) The battery capacity should be adequate so as to operate the ARD at least seven times a day, provided the duration between usage is at least 30 minutes.

DRAWINGS AND DOCUMENTS

- a) Information required with the bid (1 copy each)
 - i. Technical datasheet.
 - ii. Deviation list (If any).
 - iii. Bill of materials/ bought out components and their makes.
 - iv. Technical write-ups/ leaflets on various pieces of equipment offered viz. motor, VVVV drive, infra-red detector, car operating panel etc.
- b) Data/ drawings after the order (3 copy each) for Umgani Water's approval prior to manufacturing:
 - i. Guaranteed Technical Particulars/ datasheet.
 - ii. Quality assurance plan (QAP).
 - iii. Field quality plan.

- iv. Detailed dimensional drawing of the lifts and sectional views clearly indicating the sizes of car well clearances, lift supports, construction details, details of accessories, embedment details etc.
 - v. Car internal arrangement showing details of flooring, ceiling, paneling etc.
 - vi. GA drawing for machine room including foundation details & ventilation requirement.
 - vii. General arrangement, single line diagram, mounting arrangement etc. for panels.
 - viii. Design document consisting of calculations for selection of mechanical & electrical components.
 - ix. Descriptive literature and catalogues on various pieces of equipment offered.
 - x. Detailed Bill of Materials/ Quantities.
 - xi. Installation, operation and maintenance manual with troubleshooting.
 - xii. Certified Test Certificates and Type Test reports (not older than 5 years).
 - xiii. Guarantee Certificates.
- c) Data/ drawings after completion of job (3 copy each)
- i. Field test report.
 - ii. As-built drawings.

Bidder may note that the drawings, manuals listed herein are indicative. Bidder shall ensure that other necessary write-ups and information required to fully describe the equipment and its safety features shall be submitted along with QA documents during order execution.

Bidder shall also give brief write-up specifying safety features, technical specifications of components and its make along with the bid. Bidder shall not start manufacturing unless manufacturing clearance is provided by Purchaser in writing.

Before starting manufacture of the lifts, the contractor must take approval of fabrication drawings from the purchaser. Any manufacturing done prior to the approval of drawings shall be rectified by the contractor at his own cost, if any discrepancy arises

PART C4: SITE INFORMATION

All suppliers arriving at UW sites must adhere to Umgeni Water's Rules for Contractors on site

No.	Site name	Physical address	Coordinates
1.	DURBAN HEIGHTS WW	88 Dunkeld Road , Reservoir Hills,	S29°.7955885646534 E30°.9233365846509

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