



**TENDER NO: 2024/004**

**REFURBISHMENT OF CLARIFIER NO.2 AT AMANZIMTOTI WW**

**VOLUME 1 – Tendering Procedures and Returnable Documents**

**Issued by:**

uMngeni-uThukela Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: [Snenhlanhla Hlongwane]  
Telephone : [033 341 1369]

**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: <a href="mailto:umgeniwater@whistleblowing.co.za">umgeniwater@whistleblowing.co.za</a> Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: <a href="http://www.whistleblowing.co.za">www.whistleblowing.co.za</a></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 <b>7 calendar days</b> 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: <a href="mailto:appeals@umgeni.co.za">appeals@umgeni.co.za</a></p>

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**Tender Number: 2024/004**

**Tender Title: REFURBISHMENT OF CLARIFIER NO.2 AT AMANZIMTOTI WW**

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

UMngeni-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:

#### REFURBISHMENT OF CLARIFIER NO.2 AT AMANZIMTOTI WW

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

Qualification and Association affiliation required

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.

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	Evidence to be provided
HDI	An entity which is at least 51% Black Owned	10	Sworn affidavit/BBBEE Certificate
RDP	The Promotion of enterprises located in KZN	10	Municipal Bill/statement or lease agreement
<b>Total points for preferential goals</b>		<b>20</b>	

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.

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

Documents may be collected during working hours from 09h00 to 15h00 from 18 September 2023 to 28 September 2023

**Free issue – Self Download**

Queries relating to the issue of these documents shall be addressed to: Ms Snenhlanhla Hlongwane, Tel No.: 033 341 1369 e-mail: [Snenhlanhla.hlongwane@umgeni.co.za](mailto:Snenhlanhla.hlongwane@umgeni.co.za)

A compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at Amanzimtoti Water works GPS Coordinates Lat: -30.053039, Long 30.851594 on 29 September 2023 starting at 11:00

**Only Tenderers who have requested 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 19 October 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 UMngeni-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](mailto: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 Water 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 Water 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

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
	<b>F.1.1 Actions</b>
F.1.1	The Purchaser is <b>uMngeni-uThukela Water</b>
	<b>F.1.2 Tender Documents</b>
F.1.2	<p>The Tender Documents issued by the Purchaser comprise the following documents:</p> <p><b>VOLUME 1 – Tendering Procedures and Returnable Documents</b>  <b>Part T1: Tendering procedures</b>  <b>Part T2: Returnable documents</b></p> <p><b>VOLUME 2 – Offer, Contract, Price, Scope of Work and Site Information</b>  <b>Part C1: Agreements and Contract data</b>  <b>Part C2: Pricing data</b>  <b>Part C3: Scope of work</b>  <b>Part C4: Site information</b></p>

F.1.4 Communication and Purchaser's agent	
F.1.4	<p>The Employer's Buyer is : <b><u>Tender Queries</u></b></p> <p>Name: [Snehlanhla Hlongwane ]</p> <p>Address: [ 310 Burger Street, Pietermaritzburg , 3201 ]</p> <p>Tel: [ 033 341 1369 ]</p> <p>E-mail: [ <a href="mailto:Snehlanhla.hlongwane@umgeni.co.za">Snehlanhla.hlongwane@umgeni.co.za</a> ]</p>
F.2.1 Eligibility	
F.2.1	<p>UMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria:</p> <p>a) The tenderer has completed the Bidders Disclosure Form (T2.2.2)</p> <p>b) 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 uMngeni-uThukela Water's BBBEE policy initiative. ]</p>
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 <b>Tender Notice and Invitation to Tender.</b></p> <p><b>Identification details</b> The identification details which must be stated in the tender offer outer package are:</p> <p><b>Tender Number</b> <b>Title of Tender</b> <b>Closing Date</b> <b>Closing Time</b> <b>Tenderer's Name</b> <b>Tenderer's Address</b></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.</p> <p>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

	<b>F.2.15 Closing time</b>									
F.2.15	The closing time for submission of tender offers is as stated in <b>T1.1 Tender Notice and Invitation to Tender</b> .									
	<b>F.2.16 Tender offer validity</b>									
F.2.16.1	The tender offer validity period is 120 days from the closing date.									
	<b>F.2.19 Inspections, tests and analysis</b>									
F.2.19	Access shall be provided for the following inspections, tests and analysis: Clarifier and associated equipment at Amanzimtoti WW.									
	<b>F.2.20 Submit securities, bonds, policies, etc.</b>									
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.									
	<b>F.2.23 Certificates</b>									
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									
	<b>F.3.4 Opening of tender submissions</b>									
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.									
	<b>F.3.8 Test for responsiveness</b>									
F.3.8	The minimum qualifying Functionality Evaluation Score shall be (70) (Seventy) points									
	<b>F.3.11 Evaluation of tender offers</b>									
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference) The following preference point systems are applicable to all Tenders:									
F.3.11.3 (4c)	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									
(5c)	2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received.									
F.3.11.7	Scoring Price									
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></th><th>Returnable Schedule</th><th>Weighting %</th></tr></thead><tbody><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>60</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>40</td></tr></tbody></table>		Returnable Schedule	Weighting %	T2.2.09	Tenderer's Experience	60	T2.2.10	Experience of Key Personnel	40
	Returnable Schedule	Weighting %								
T2.2.09	Tenderer's Experience	60								
T2.2.10	Experience of Key Personnel	40								

	<p><b><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></b></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>
	<b>F.3.17 Provide copies of the contracts</b>
F.3.17	The number of paper copies of the signed contract to be provided by the Purchaser is one.

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## 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		T2.57
T2.2.24 Central Supplier Database (CSD) Report		T2.58

## 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: .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

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### 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/Mrs ..... and 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 on .....20 .....

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 interest<sup>1</sup> 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**

- 2.3.1 If so, furnish particulars:

<sup>1</sup> 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.

### 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 consortium<sup>2</sup> 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.

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

<sup>2</sup> 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.

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

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### 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](http://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.

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

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

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

### CERTIFICATE OF ATTENDANCE

TENDER No. 2024/004

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 Water 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 Water 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 Water 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 Water 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 20<sup>th</sup> 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 Water by the Employer's Agent – by 25<sup>th</sup> 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 Water 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 Water 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-UTHUKELA 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 UMngeni-uThukela 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 Water 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 Water 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 Water and the Bidder); and UMngeni-uThukela Water 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:

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

Scoring of the Tenderer's experience will be as follows: [ 60 ]

DESCRIPTION	MAX POSSIBLE SCORE
<p><b>Company experience in projects comprising of repairs to Clarifiers or machining of gear drive system (Submit proof in a form of Completion Certificate or reference letters)</b></p> <ul style="list-style-type: none"> <li>• 2 projects – 40 points</li> <li>• 3 projects – 70 points</li> </ul> <p>10 additional points for every project more than 3 projects to a maximum of 100 points</p>	100

**T2.2.6 TENDERER'S EXPERIENCE (Continued)**

**INSERT HERE**

DRAFT DO NOT USE

**T2.2.7 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT** [Not Applicable]

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.]***

## T2.2.8 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 Position

#### A) Mechanical Engineer / Technologist

#### B) Mechanical Fitter

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

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) 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 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. 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

<p>The proposed study team for the study including CV's showing experience in projects of a similar nature.</p> <p><b>Experience of Mechanical Engineer / Technologist in managing mechanical projects in water infrastructure (BSc/BTech degree certificate and CV showing a list of completed projects must be submitted )</b></p> <ul style="list-style-type: none"> <li>• 3 Projects – 15 points</li> <li>• 4 Projects – 25 points</li> <li>• 5 Projects – 35 points</li> </ul> <p>5 additional points for every project more than 5 to a maximum of 50 points</p> <p><b>Experience of Mechanical Fitter in installation of clarifiers / machining of gear drive system. (Trade test certificates and CV showing a list of completed projects must be submitted )</b></p> <ul style="list-style-type: none"> <li>• 3 Projects – 15 points</li> <li>• 4 Projects – 25 points</li> <li>• 5 Projects – 35 points</li> </ul> <p>5 additional points for every project more than 5 to a maximum of 50 points</p>	<b>100</b>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------



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**T2.2.9 EXPERIENCE OF KEY PERSONNEL (Continued)**

**INSERT KEY PERSONNEL CVs HERE**

DRAFT DO NOT USE

### **T2.2.9 METHOD STATEMENT - Not Applicable**

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 approach paper 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 Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

## T2.2.10 PRELIMINARY PROGRAMME [Not Applicable]

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.

---

**T2.2.10 PRELIMINARY PROGRAMME (Continued) N/A**

**INSERT HERE**

*Insert additional schedules here if applicable and update Part C table with the additional appropriate schedules within Part C. Delete this note.*

DRAFT DO NOT USE

#### 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**

DRAFT DO NOT USE

## 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 UMngeni-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]*

DRAFT DO NOT USE

## 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 .....

**T2.2.16 PROOF OF PURCHASE OF TENDER DOCUMENT**

**NOT APPLICABLE**

**INSERT HERE**

DRAFT DO NOT USE

## 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](mailto: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 .....

## T2.2.18 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	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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	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)
An entity which is at least 51% Black Owned	N/A		N/A	
An enterprise located in KZN	N/A		N/A	

#### 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.

DRAFT DO NOT USE

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

**INSERT HERE**

DRAFT DO NOT USE

## 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 OHS Act 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 OHS Act 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 OHS Act 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 OHS Act 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 OHS Act 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 OHS Act 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 OHS Act 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:.....

.....

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: .....

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**T2.2.23 LETTER OF INTENT FOR PUBLIC LIABILITY**

**INSERT HERE**

DRAFT DO NOT USE

#### T2.2.24 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

DRAFT DO NOT USE



**CONTRACT No: 2024/004**

**CONTRACT TITLE:**

**REFURBISHMENT OF CLARIFIER NO.2 AT AMANZIMTOTI WW**

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

**Issued by:**

UMngeni-uThukela Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Snehlanhla Hlongwane  
Telephone : 033 341 1369

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

#### TENDER NO. . 2024/004– REFURBISHMENT OF CLARIFIER NO.2 AT AMANZIMTOTI WW

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 Supplier 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 Purchaser 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 Supplier in the Conditions of Contract identified in the Contract Data.

**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:** .....

## B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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 Parts 1 to 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 Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect 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 Supplier) within five days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Purchaser:** *(organization)* .....

**Address:** .....

**Telephone number:** ..... **Fax number:** .....

## AS WITNESS

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

**Date:** .....

**C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by UMngeni-uThukela Water 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 will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become 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, UMngeni-uThukela Water 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 Umgeni Water 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 PURCHASER**

Signature: .....

Name: .....

Capacity: .....

Purchaser: (Name and address of organization) .....

**Witness:**

Signature: .....

Name: .....

Date: .....

**D: CONFIRMATION OF RECEIPT**

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

**FOR THE SUPPLIER:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

### C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

The Conditions of Contract are the Umgeni Water Standard Supply and Delivery of Goods Contract as per CIDB Contract for the Supply and Delivery of Goods (*August 2008*), (*Third Edition of CIDB document 1019*), a copy of which may be obtained from <https://www.google.co.za/> Contract for the Supply and Delivery of Goods.

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

#### Special Conditions of Contract

##### 1. National Treasury Central Supplier Database

The successful Tenderer is required to provide proof of registration with the National Treasury Central Supplier Database (CSD) prior to the award of contract.

##### 2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

##### 3. Progress Measurement and Payments

Progress measurement shall take place on or before, but not later than, the 20<sup>th</sup> of the month, but should the 20<sup>th</sup> be a 'non-working' day, it shall take place on the last working day prior to the 20<sup>th</sup>.

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25<sup>th</sup> of the month for payment not later than the last day of the month following the month in which same were submitted.

## PART 1: DATA PROVIDED BY THE PURCHASER

CLAUSE	DATA
1	<p>The Purchaser is UMngeni-uThukela Water</p> <p>The authorised and designated representative of the Purchaser is: Name: Zuko Ngceni</p> <p>The address for receipt of communications is: Telephone: 031 719 7373 Facsimile: 031 719 7325 E-mail: zuko.ngceni@umgeni.co.za Address: 13 Pineside road, New Germany, 3620</p>
1	The Period of Performance is 10 weeks from the Commencement Date.
5.2	The following containers are to remain the property of the Supplier and are to be returned to the Supplier at the Purchaser's expense. <b>Not Applicable</b>
5.4	Goods are to be delivered on weekdays between 09h00 and 15h00 at Amanzimtoti WW
5.4.1	<p>The Service Provider is required to provide the following minimum insurance:</p> <p>1. Public Liability Insurance [REDACTED] Minimum Cover is: R10 000 000 (Ten million rand) [REDACTED] Period of cover: For the period of performance [REDACTED]</p> <p>Insurance cover requirements must be confirmed with the UUW IRM Department prior to award and signing of contract</p>
5.5	Delivery is to take place in accordance with the approved programme.
7c	The goods will remain free from defects for a period of 12 months
12.1.2	Interim settlement of disputes is to be by adjudication.
12.2.2	In the event that the parties fail to agree on a adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa)
12.2.4	Final settlement is by arbitration.

## PART 2: DATA PROVIDED BY THE SUPPLIER

The Supplier is advised to read the **CIDB Contract for the Supply and Delivery of Goods (August 2008), (Third Edition of CIDB document 1019)** in order to understand the implications of this Data which is required to be provided.

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

CLAUSE	DATA
1	<p>The Supplier is:</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p>
1	<p>The authorised and designated representative of the Supplier is:</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p>

## **PART C2: PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

#### **1. GENERAL**

The Bill of Quantities forms part of the Tender Documents and must be read and priced in conjunction with all the other documents comprising the Tender Documents.

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 Purchaser 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 Purchaser. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

#### **2. QUANTITIES REFLECTED IN THE BILL**

The quantities where shown in the Pricing Data (Bill of Quantities) are the estimated probable requirements to be supplied in the period of twelve months from the date of award of the Contract but the actual quantities ordered and supplied shall be at the sole discretion of the Purchaser.

*Refer Sub-Clause 10.3 a) of the Contract document.*

#### **3. PRICING OF THE BILL OF QUANTITIES**

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

*Refer Sub-Clauses 10.3 b), c) and d) of the Contract document*

Each item shall be priced and extended to the "Amount per Item" column by the Tenderer. If the Supplier 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 and shall be reflected in the Bill of Quantities as having a nil rate or price..

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

#### **4. 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 in black ink, and the alteration must be initialled by the Tenderer.

#### **5. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition will be corrected by the Purchaser at the tender evaluation stage, as set out in the Conditions of Tender F3.9.

#### **6. 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
m	=	metre
km	=	kilometre
m <sup>2</sup>	=	square metre
m <sup>2</sup> pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
l	=	litre
kl	=	kilolitre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1000 kg)
No.	=	number
sum	=	lump sum

DRAFT DO NOT USE

## C2.2 PRICING SCHEDULE

### Bill of Quantities

Item Number	Item Description	Unit of Measure	Quantity	Rate	Amount per Item (excl VAT)
<b>1.1</b>	<b>PRELIMINARY &amp; GENERAL</b>				
1.1.1	Contractors Establishment On Site And General Obligations	Sum	1		R
1.1.2	All tools and equipment include scaffolding	Sum	1		R
1.1.3	Health and Safety file	Sum	1		R
1.1.4	55 ton crane truck to remove and install including operator, riggers and fuel (wet rate).	Sum	1		R
<b>1.2</b>	<b>TIME RELATED CHARGES</b>				
1.2.1	Contractors Establishment On Site And General Obligations	Weeks	10		R
1.2.2	All tools and equipment include scaffolding	Weeks	10		R
1.2.3	Health and Safety file	Weeks	10		R
1.2.4	55 ton crane truck to remove and install including operator, riggers and fuel (wet rate).	Weeks	10		R
<b>SUBTOTAL 1 - CARRY FORWARD TO SUMMARY</b>					<b>R</b>
<b>2</b>	<b>REMOVAL AND REPAIR</b>				
2.1	Disconnect all electrical systems (Contractor to do all lockouts)	Sum	1		R
2.2	Remove clarifier bridge and rotating items.	Sum	1		R
2.3	Remove bearing sections for machining and repair.	Sum	1		R
2.4	Build up or renew bearings/ machining of bearings casings for all sections. To include for all new felt seals. Lubricants, fasteners and any consumables that may be required.	<b>Sum</b>	<b>1</b>		R
<b>TOTAL CARRIED FORWARD</b>					



TOTAL BROUGHT DOWN					
2.5	Concrete centre column bearing holding down bolts on the top to be replaced with new grouted in bolts	Sum	1		R
2.6	All centre drive, chains, shafts and gears to be replaced as well as the ring gear. Replace plumber blocks bearings.	Sum	1		R
2.7	Remove and dispose existing scraper rubbers.	Sum	1		R
2.8	Manufacture new scraper rubbers including fasteners.	Sum	1		R
2.9	Touch up paint work on bridge where damaged.	Sum	1		R
SUBTOTAL 2 - CARRY FORWARD TO SUMMARY					R
3.0	INSTALLATION AND COMMISSIONING				
3.1	Assembly and installation of clarifier, bearings, bridge, and all drives.	Sum	1		R
3.2	Install new scraper rubbers as well as fasteners.	Sum	1		R
3.3	Commissioning and testing of clarifiers. Allow for adjustments to scraper and drives, any lubrication that may be required and consumables.	Sum	1		R
SUBTOTAL 3 - CARRY FORWARD TO SUMMARY					R

PART	DESCRIPTION	AMOUNT R-C
SUBTOTAL 1	PRELIMINARY AND GENERAL	
SUBTOTAL 2	REMOVAL AND REPAIR	
SUBTOTAL 3	INSTALLATION AND COMMISSIONING	

<b>A – Sub-Total for all Items excluding VAT</b>	R
<b>B – Contingency(15% of A)</b>	R
<b>C – Sub-Total (A plus B)</b>	R
<b>D - VAT @ 15% of C</b>	R
<b>E – Total Contract Price per annum including VAT (C+D)</b>	R
<b>Total including VAT for total period of Contract</b> <i>carried forward to C1.1 ( Form of Offer).</i>	R

## PART C3: SCOPE OF WORK

### 1. Purchaser's objectives

This project is for refurbishment, reassembly and commissioning of clarifier No. 2 at Amanzimtoti WTP.

### 2. Description of the Supply

The three main bearing casings to be renewed, new bearings and to be machined to suit. All felt seals to be replaced. Pivot bearing section for the bridge to be replaced.

Centre drive gear, shaft, shaft gear, bevel gears and ring gear to be replaced.

Concrete centre column bearing holding down bolts on the top to be replaced with new grouted in bolts or chemical bolts.

All items to be refurbished and machined must be transported to the supplier premises for Machining. (Gate pass and or taking equipment off site to be done with the necessary Umgeni Water documentation).

All scrapers and rubbers to be replaced, allow for new fasteners.

Bridge paint work to be touched up where damaged. Repaint hand rails.

### 3. Extent of the Supply

Supplier to provide all equipment and tools, scaffolding and crane that may be required to overhaul and commission the clarifier. Provide all seals for bearings, lubricants, paints, fasteners and any consumables that will be required.

Supplier to do all lockouts with operations. Disconnect electrical cables and reconnect when assembling clarifier. Provide an electrical compliance certificate before commissioning clarifier.

Safety files and an induction for all contractor and or sub-contractors on site.

### 4. Use of reasonable skill and care

All work to be carried out by suitably qualified staff. Such and qualified crane operators, riggers, scaffolding erectors, qualified artisans for the specific work to be carried out.

All safety requirements to be adhered to. All sections when removed to be placed on suitable timbers and not on the ground.

### 5. Co-operation with other Supply providers

Supply to coordinate this when using sub-contractors and or partners.

### 6. Brief

Before any site work starts all safety files and induction to be completed.

After all safety requirements are done a site kick-off meeting is to take place.

After site kick-off meeting the contractor may set up site and start working.

### 7. Reference data

Work as per specification and Umgeni Water requirements.

### 8. Applicable national and international standards

All work to comply with this specification and the Occupational Health and Safety Act.

### 9. Particular/Generic specifications

Bearings and gears as per general good engineering practice.

### 10. Approvals

Work may only start after all safety requirements and files have been submitted and approved

### 11. Procurement

Refer to Volume 1

### 12. Access to land / buildings / sites

A site establishment area will be provided. Contractor to set up site and provide all requirements for establishing site.

### 13. Planning and programming

Contractor to supply a programme and update weekly on progress against planned programme.

**14. Software application for programming**

Programme may be in MS project to Xcel.

**15. Quality management**

All equipment and materials to be checked that they comply with the standards as required in this Specification and for this type of work.

**16. Format of communications**

E- mails may be used for communication, programmes and invoices.

**17. Key personnel**

Suitably qualified personnel to be used for specific functions.

**18. Management meetings**

A kick-off meeting will take place before work starts and meeting will take place as and when required.

**19. Payment certificates**

On completion of sections of work and delivery to site and invoice may be issued. Invoice to be issued before the 20<sup>th</sup> of each month for a payment certificate to be issued.

**20. Property provided for the Supplier's use**

An area will be provided for a site establishment.

**21. Proof of compliance with the law**

As per Volume No. 1 all required documents to be supplied.

## PART C4: SITE INFORMATION

### Amanzimtoti WW

GPS Coordinates Lat: -30.053039 , Long 30.851594

DRAFT DO NOT USE

**PART C5: ANNEXURES**

C5.1 Mechanical specification

C5.2 Drawings

**Disclaimer**

Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. uMngeni-uThukela Water will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013.