



TENDER NO: 2022/099

SUPPLY, DELIVERY AND OFFLOADING OF SODIUM HYPOCHLORITE AND HTH (GRANULAR AND TABLETS) FOR MKONDENI AND PINESIDE STORES FOR THE PERIOD OF FIVE YEARS

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Daphne Mseleku
Telephone: 033 341 1550

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at Umgeni Water on:</p> <p>Toll Free Number: 0800 864 466 Email: umgenivate@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freeport KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za</p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p>

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Tender Number: 2022/099

Tender Title: SUPPLY, DELIVERY AND OFFLOADING OF SODIUM HYPOCHLORITE AND HTH (GRANULAR & TABLETS) FOR MKONDENI AND PINESIDE STORES FOR THE PERIOD OF FIVE YEARS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgeni 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 service providers are invited to tender for the following: *SUPPLY, DELIVERY AND OFFLOADING OF SODIUM HYPOCHLORITE AND HTH (GRANULAR & TABLETS) FOR MKONDENI AND PINESIDE STORES FOR THE PERIOD OF FIVE YEARS*

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

In addition to the evaluation criteria specified in clause F2.1 of the Tender document, 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.
- achieve a stipulated minimum threshold per designated sectors and products
- Submit proof of Assurance for the Supply of the Sodium Hypochlorite and HTH (granules and tablets) solution from the Manufacturer to the Distributor must be signed by the relevant authorised official - This is applicable only if the tenderer is not the manufacturer.
- Submit proof that the Manufacturer of the Sodium Hypochlorite and HTH (granules and tablets) solution is compliant with SANS 50078:2008 Standard Specification for Sodium Hypochlorite and HTH (granules and tablets) Grade 1 quality or NSF/ANSI 60 approval for drinking water treatment chemicals.

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

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 points is required for the tender to be considered further.
- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

Tender Submission

The physical address for the submission of tenders is: Umgeni Water, 310 Burger Street, Pietermaritzburg.

How to Access Tender documents

Tender documents are available from the Supply Chain Management Office. Due to COVID-19, documents will be issued by email, upon request and submission of proof of payment to daphne.mseleku@umgeni.co.za.

Documents will **ONLY** be issue in electronic format, during working hours from 09h00 to 15h00 and date from **29 August 2022 to 09 September 2022**. (Period of purchasing tender document is strictly two weeks, No late payment or requests allowed).

A non-refundable tender fee of R 200.00 payable by Electronic Fund Transfer is required before receiving the Tender Document. Proof of EFT payment is to be provided to the relevant practitioner. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: TENDER NO. 2022/099 and Company Name.

NOTE: 1. TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.
2. TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO
[Daphne Mseleku] AT [daphne.mseleku@umgeni.co.za]

NOTE: 3. NO CASH PAYMENT WILL BE ACCEPTED WHEN ISSUING TENDER DOCUMENTS

Queries relating to the issue of these documents shall be addressed to: Mrs Daphne Mseleku, Tel No.: 033 341 1550, e-mail: daphne.mseleku@umgeni.co.za.

A compulsory virtual MS Teams Meeting will be held on **12 September 2022 at 10h00**. A compulsory Virtual MS Teams Meeting will be held via the App for Microsoft Teams. Tenderers must ensure that they download the App and submit to Umgeni Water the necessary email address and cell phone number to daphne.mseleku@umgeni.co.za by not later than 48 hours before the date of the meeting to enable the SCM Department to set up the virtual meeting.

The closing time for submission of tenders is 12h00 on 06 October 2022.

Tenders are to be deposited in the tender box located outside the main entrance at Umgeni Water, 310 Burger Street, Pietermaritzburg.

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

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

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

Umgeni Water's standard conditions of tender are available on Umgeni Water's website
www.umgeni.co.za/sustainable-development/sud.asp

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

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

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

For purposes of this Contract the following Special Condition 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.3.11.3. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

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

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

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

	F.1.4 Communication and Purchaser's agent
F.1.4	<p>The Purchaser's agent is:</p> <p><u>Tender Queries</u></p> <p>Name: Daphne Mseleku Address: 310 Burger Street, Pietermaritzburg, 3201 Tel: 033 341 1550 E-mail: daphne.mseleku@umgeni.co.za</p>
	F.2.1 Eligibility
F.2.1	<p>Umgeni 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) 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 Umgeni Water's BBBEE policy initiative.</p>
	F.2.7 Clarification meeting
F.2.7	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.
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers will be considered.
	F.2.13 Submitting a tender offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Purchaser's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Identification details The identification details which must be stated in the tender offer outer package are:</p> <p>Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address</p> <p>Tenders issued in more than one volume must be returned in the same manner and bound separately as per the tender volumes issued. The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time will be considered.</p>
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time

F.2.15	The closing time for submission of tender offers is as stated in T1.1 Tender Notice and Invitation to Tender.
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 days from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	Access shall be provided for the following inspections, tests and analysis:
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	The tenderer is required to submit with his tender: <ul style="list-style-type: none"> 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) A valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 5) Company Registration Certificate 6) ISO 9000:2015 certificate
	F.3.4 Opening of tender submissions
F.3.4	Tenders will be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F.3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be Seventy(70) (in words) points
	F.3.11 Evaluation of tender offers
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)
F.3.11.3	The following preference point systems are applicable to all Tenders:
(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
(5)	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.
	3) Scoring Financial Offers

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>T2.2.06</td><td>Tenderer's Experience</td><td>70%</td></tr><tr><td>T2.2.07</td><td>Quality Assurance and Environmental Management</td><td>30%</td></tr></tbody></table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>		Returnable Schedule	Weighting %	T2.2.06	Tenderer's Experience	70%	T2.2.07	Quality Assurance and Environmental Management	30%
	Returnable Schedule	Weighting %								
T2.2.06	Tenderer's Experience	70%								
T2.2.07	Quality Assurance and Environmental Management	30%								
	F.3.17 Provide copies of the contracts									
F.3.17	The number of paper copies of the signed contract to be provided by the Purchaser is one.									
	F3.18 Provide written reasons for actions taken									
F3.18	Refer to Section 39 of the Supply Chain Management Policy									
	F3.19 Additional Conditions of Tender									
F3.19	<p>Appeals Process</p> <p>Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>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</p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p><i>Umgeni Water Reserves the Right to Award the Contract In Whole or In Part.</i></p>									

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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		T2.2
T2.2.2 Bidders Disclosure		T2.9
T2.2.3 Tax Compliance Status Letter Requirements		T2.12
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting		T2.14
T2.2.5 Contract Participation Goals (CPG)		T2.15
T2.2.6 Tenderer's Experience		T2.18
T2.2.7 Quality Assurance & Environmental Management		T2.21
T2.2.8 Local Production and Content Declaration Certificate (SBD 6.2)	N/A	T2.23
T.2.2.9 Method Statement	N/A	T2.25
T2.2.10 Preliminary Programme	N/A	T2.26
T2.2.11 Registration Certificate / Agreement / PO Document		T2.27
T2.2.12 Amendments, Qualifications and Alternatives	N/A	T2.28
T2.2.13 Record of Addenda to Tender Documents		T2.29
T2.2.14 VAT Registration Certificate		T2.30
T2.2.15 Schedule of Proposed Sub-Suppliers		T2.31
T2.2.16 Proof of Purchase of Tender Document		T2.32
T2.2.17 Goods and Services Sourced Internationally		T2.33
T2.2.18 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.35]
T2.2.19 Letter of Good Standing in terms of COIDA Act		T2.42
T2.2.20 Tenderers Financial Standing		T2.43
T2.2.21 Suppliers Health and Safety Declaration		[T2.44]
T2.2.22 Pro forma OHS Notification	N/A	T2.45
T2.2.23 Letter of Intent for Public Liability		T2.48
T2.2.24 Assurance of Supply (Manufacturer/Distributor)		T2.49
T2.2.25 Business Continuity Plan		T2.53
T2.2.26 Central Supplier Database (CSD) Report		T2.54

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
---------------	---------------	---------------

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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.

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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.

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F. JOINT VENTURE

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

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T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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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.
- 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 A COMPULSORY CLARIFICATION VIRTUAL MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. [2022/099]

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 Umgeni 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 Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database.

Tenderers (the main Service Provider irrespective of BBBEE classification) who are on Umgeni 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 Service Provider and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umgeni 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 Umgeni Water's database of suppliers specifically earmarked for CPG purposes.
- Umgeni 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 Umgeni Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 10% 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 service providers.
- The main Service Provider **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main Service Provider 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 Service Provider– by 20th of each month, or the nearest previous working day. The submission from the Service Provider 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 Umgeni Water by the Employer's Agent – by 25th of each month, or the nearest previous working day;
- Payment to the Service Provider – on the 20th day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by Umgeni Water; and
- The submission from the Service Provider 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 Service Provider and CPG Partner/s

Monitoring and Reporting on CPG

- Umgeni 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 Service Provider. Should disagreements arise, Umgeni 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:

UMGENI 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. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni 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 Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni 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 Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni 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 (Umgeni Water and the Bidder); and Umgeni 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:

NOTE:

1. Company's experience and the number of contracts Previous and Current Contracts in the last 5 years (2018-2022) for supply of Sodium Hypochlorite and HTH Granular & Tablets in water and/or wastewater treatment – Submit written reference per contract.

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:

(Weighting = 70%)

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience in contract comprising supply and delivery of Sodium Hypochlorite and H.T.H. Only contract of value > R700 000 per annum will be considered.</p> <p>criteria for – HTH</p> <p>criteria for Sodium</p> <p>(submit proof of previous contracts and contactable reference letters to substantiate claims for points) (Experience).</p> <ul style="list-style-type: none">• 2 Contracts – 40 points• 15 additional points for every Contract more than 2 projects to a maximum of 60 points	100

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T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.7 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

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

YES	NO
-----	----

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

.....

.....

.....

.....

.....

.....

.....

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

YES	NO
-----	----

By when?

Date

OR

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

YES	NO
-----	----

5. If "yes", please supply details of the system

.....

.....

.....

.....

.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001

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. The successful Tenderer shall furnish the Employer a Detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.]

Scoring of Quality Assurance and Environmental Management will be as follows: Weighting = 30%

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan and supporting documents submitted
Poor (score 40)	The organisation has its own developed quality management system.
Satisfactory (score 70)	The organisation has applied for ISO 9001 or ISO 14001 certification and has been assessed.
Good (score 90)	The organisation is ISO 9001 or ISO 14001 certified.
Very good (score 100)	The organisation is both ISO 9001 and ISO 14001 certified.

NB: Product will be subject to testing before the award of the tender and continuous batch testing before use.

T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – NOT APPLICABLE

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

LOCAL CONTENT DECLARATION **(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

2.2.9 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.

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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.

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T2.2.11 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

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T2.2.12 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umgeni 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

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

Signature Date.....

T2.2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

T2.2.14 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.2.15 SCHEDULE OF PROPOSED SUB-SUPPLIERS

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

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

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

Signature Date

Name..... Position

Tenderer.....

T2.2.16 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

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T2.2.17 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.

• PILLARS OF THE PROGRAMME

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

• REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 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.
- 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.

• **TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (SUPPLIERS)**

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

(a) Tender / contract number.

(b) Description of the goods, works or services.

(c) Date on which the contract was accepted.

(d) Name, address and contact details of the government institution.

(e) Value of the contract.

(f) Imported content of the contract, if possible.

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

• **PROCESS TO SATISFY THE NIP OBLIGATION**

- Once the successful tenderer (Supplier) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 1. the Supplier and the DTI will determine the NIP obligation;
 2. the Supplier and the DTI will sign the NIP obligation agreement;
 3. the Supplier will submit a performance guarantee to the DTI;
 4. the Supplier will submit a business concept for consideration and approval by the DTI;
 5. upon approval of the business concept by the DTI, the Supplier will submit detailed business plans outlining the business concepts;
 6. the Supplier will implement the business plans; and
 7. the Supplier will submit annual progress reports on approved plans to the DTI.
- 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 2017

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- 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 The value of this tender is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
(Refer Clause 5.7)

1.3.1 The maximum points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Affidavit, Verification Certificate from a B-BBEE Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), issued prior to 01 January 2017 together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser 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 purchaser.

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change in position, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for comparative price of tender under consideration
 P_t = Comparative price of tender under consideration
 P_{\min} = Comparative price of lowest acceptable tender

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA, prior to 01 May 2015 or a B-BBEE Affidavit with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level Affidavit QSE (for entities whose turnover is between R10 million and R50 million, with 51% to 100% Black Ownership) verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (prior to 1 January 2017) or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate for consortiums or joint ventures and affidavit for trusts.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the Amended B-BBEE Codes of Good Practice, Gazette No. 38766.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

- 6.1 Tenderers who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA (prior to 01 January 2017) or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted?%
- ii. the name of the sub-Supplier?
- iii. the B-BBEE status level of the sub-Supplier?
- iv. whether the sub-Supplier is an EME? **YES / NO** (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of organization:

- 9.2 VAT registration number:

- 9.3 Company Registration number:

9.4 TYPE OF COMPANY/FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....
SIGNATURE(S) OF TENDERER(S):

DATE:

ADDRESS:

.....

.....

WITNESSES:

1

2

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

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

FOR INFORMATION USE ONLY

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

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.20 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

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

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

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

T2.2.21 SUPPLIERS HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

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

T2.2.22 PRO FORMA OHS NOTIFICATION – NOT APPLICABLE

**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 Supplier:

b) Name of Supplier's contact person:

Telephone number:

2. Supplier'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 Supplier's construction supervisor on site appointed in terms of Regulation 6(1):
.....
.....
.....
.....

Telephone number:

6. Name/s of Supplier'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 Supplier:

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

13. Name(s) of Sub-contractors already chosen:

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

.....
.....

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

FOR INFORMATION USE ONLY

T2.2.23 LETTER OF INTENT FOR PUBLIC LIABILITY

The Service Provider is required to provide the following insurance:

1. Public Liability Insurance
Minimum Cover is: R10 000 000 (Ten million rand)
Period of cover: For the period of performance

INSERT HERE

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T2.2.24 ASSURANCE OF SUPPLY

**T2.2.24 (a) TEMPLATE FOR PROOF OF ASSURANCE FOR SUPPLY OF SODIUM
HYPOCHLORITE AND HTH (GRANULAR AND TABLETS) FROM THE
MANUFACTURER TO THE DISTRIBUTOR (ONLY APPLICABLE TO
DISTRIBUTORS)**

NOTE: This serves as a template for the Proof of Assurance for the Supply of Sodium
Hydrochlorite and HTH (Granular and Tablets) from the Manufacturer to the Distributor,
which must be signed by the relevant authorised official.

FOR INFORMATION USE ONLY

**MANUFACTURER'S LETTERHEAD (PROFORMA)
TO WHOM IT MAY CONCERN**

**PROOF OF ASSURANCE OF SUPPLY OF SODIUM HYPOCHLORITE AND HTH (GRANULAR AND
TABLETS) FROM THE MANUFACTURER TO THE DISTRIBUTOR**

This letter serves to confirm that ABC (hereinafter called the Distributor) is an approved Distributor of XYZ (hereinafter called the Manufacturer) and as such the Manufacturer is committed to continuously supplying Sodium Hypochlorite and HTH (Granular and Tablets) to the Distributor, thus enabling the Distributor to supply and service their customers' requirements adequately.

Therefore, this confirms that there will be no uninterrupted supply of chemicals for the duration of the contract period.

Yours faithfully

NAME AND SURNAME

POSITION IN COMPANY

(Signed by relevant authorised official)

MANUFACTURER

DATE: _____

**MANUFACTURERS COMPANY
STAMP**

T2.2.24 ASSURANCE OF SUPPLY (continued)

**T2.2.24 (b) EXAMPLE OF PROOF THAT THE BIDDER IS AN ACCREDITED DISTRIBUTOR
(ONLY APPLICABLE TO DISTRIBUTORS)**

NOTE: This serves as an example (for drafting purposes) that the bidder is an Accredited Distributor which must be signed by the relevant authorised official.

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MANUFACTURER'S LETTERHEAD (PROFORMA)

TO WHOM IT MAY CONCERN

PROOF THAT THE TENDERER IS AN ACCREDITED DISTRIBUTOR OF SODIUM HYPOCHLORITE AND HTH (GRANULAR AND TABLETS)

This letter serves to confirm that ABC (hereinafter called the Distributor) is an Accredited Distributor of XYZ (hereinafter called the Manufacturer).

The Manufacturer has SABS ISO 9001: Certification or an acceptable Quality Control plan, demonstrating our total commitment to quality.

Due to its association with the Manufacturer, the Distributor complies with all the quality standards required.

In order to ensure that such standards are maintained, the Distributor is audited annually by the Manufacturer's Personnel as part of being an approved Distributor of the Manufacturer.

Yours faithfully

NAME AND SURNAME

POSITION IN COMPANY

(Signed by relevant authorised official)

MANUFACTURER

DATE: _____

MANUFACTURERS COMPANY
STAMP

T2.2.25 BUSINESS CONTINUITY PLAN

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.26 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



CONTRACT No: 2022/099

SUPPLY, DELIVERY AND OFFLOADING OF SODIUM HYPOCHLORITE AND HTH (GRANULAR & TABLETS) FOR MKONDENI AND PINESIDE STORES FOR THE PERIOD OF FIVE YEARS

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Daphne Mseleku
Telephone: 033 341 1550.

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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.

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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. 2022/099 – SUPPLY, DELIVERY AND OFFLOADING OF SODIUM HYPOCHLORITE AND HTH (GRANULAR & TABLETS) FOR MKONDENI AND PINESIDE STORES FOR THE PERIOD OF FIVE YEARS

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.

- (a) **Note:** The estimated quantities per annum on the pricing schedule are our best estimates but should not be considered as binding. The supplier will charge Umgeni Water based on the rates quoted in the contract.

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.

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 Annexure

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 Umgeni 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, Umgeni 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:

FOR INFORMATION USE ONLY

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:

FOR INFORMATION USE ONLY

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

- **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.

- **Variation of cost of special materials**

Price adjustment for variations in the cost of special materials is not allowed. The appointed Supplier will be responsible for the impact on any exchange rate increases. Therefore the Supplier must apply forward cover. Umgeni Water will not be responsible for any price increases as a result of any Rand/Foreign currency exchange rate variance that will impact on the Form of Offer.

- **Application of Contract Price Adjustment Factor**

Contract Price Adjustment shall not be applicable

- **Insurances Provided by Supplier**

The supplier shall be responsible for insuring the materials to be supplied to the point when the goods are offloaded from the delivery vehicle, stacked and accepted by an authorized Representative of the Purchaser.

- **Payments**

SCC 10. Sub-Clause 10.1

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

Statements, invoices and back-up documentation shall be submitted to the Purchaser on or before the 25th 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 Umgeni Water</p> <p>The authorised and designated representative of the Purchaser is: Name: Lakesh Maharaj</p> <p>The address for receipt of communications is: Telephone: 033 846 1809 E-mail: lakesh.maharaj@umgeni.co.za Address: 7 Portland Road, Mkondeni, 3201</p>
1	The Period of Performance is 4 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.
5.4	Goods are to be delivered on weekdays between 09h00 and 15h00
5.4.1	<p>The Service Provider is required to provide the following insurance:</p> <p>1. Public Liability Insurance Minimum Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance</p> <p>Insurance requirements must be confirmed with the Risk Department on award</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 – N/A
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.2	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators (Southern Africa)
12.2.4	Final settlement is by litigation.

a) **Umgeni Water Reserves The Right To Award The Contract In Whole Or In Part**

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

FOR INFORMATION USE ONLY

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

(a) 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.

(b) QUANTITIES REFLECTED IN THE BILL

The quantities where shown in the Pricing Data 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.

(c) 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.

The quantities where shown in the Pricing Data 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.

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.

(d) 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.

(e) 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.

(f) 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 ²	=	square metre
m ² pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
ℓ	=	litre
kℓ	=	kilolitre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1000 kg)
No.	=	number
sum	=	lump sum

(g) PRICE ADJUSTMENT CALCULATIONS

- (h) Prices must remain firm for a 12-month period and thereafter subject to annual, PPI escalation, on the anniversary of the contract.
- (i) Transport costs will be subject to change on a 6 monthly basis and in line with SEIFSA TABLE L.
- (j) A 30-day notice period prior to price increases is required.
- (k) The base date shall be the 1st of the month prior to the closing date.

- (i) Product Price Adjustment Formula

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate tender price: (These indices must be obtained from SEIFSA using the latest publications.)

Index.....	Index.....	Index.....
Index.....	Index.....	Index.....

4. FURNISH A BREAKDOWN OF PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

At the time of the price increase request, the contractor must provide all audited supporting documents.

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C2.2 PRICING SCHEDULE

Bill of Quantities

Item Number	Item Description	Unit of Measure	Quantity per Annum	Rate per kg or bucket	Total Amount per quantity per annum (excl VAT)
1.	Sodium Hypochlorite – Mkonden Stores	kg	79 200	R	R
2.	HTH Granules – Mkonden Stores	kg	40 500	R	R
3.	HTH Tablets (25kg) – Mkonden Stores	Buckets	230	R	R
4.	Sodium Hypochlorite - Pineside Stores	kg	13 200	R	R
5.	HTH Granules - Pineside Stores	kg	30 500	R	R
6.	HTH Tablets (25kg) – Pineside Stores	Buckets	40	R	R

A - Total for all Items excluding VAT	R
B - VAT @ 15%	R
Total including VAT (A+B)	R

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PART C3: SCOPE OF WORK

- Purchaser's objectives

Umgeni Water requires a five (5) year contract for the supply, delivery and offloading of sodium hypochlorite and HTH (Granules & Tablets) at both Mkondeni and Pineside Stores to ensure adequate disinfection chemicals stock for the required water and wastewater plants compliance needs. Stores will place an order with the supplier once stock levels reach a minimum, as per defined limit set on SAP. The supplier will have to strictly adhere to a five calendar day lead-time from the date of a received order number and comply with all Umgeni Water's scope of work, specifications, safety, health, environmental, quality standards and requirements

- Description of the Supply

Supply, Delivery and Offloading of Sodium Hypochlorite and H.T.H (Granular and Tablets) at Mkondeni and Pineside Stores for a period of five (5) years.

- Extent of the Supply

Supply, Delivery and Offloading of Sodium Hypochlorite and H.T.H (Granular and Tablets) at Mkondeni and Pineside Stores for a period of five (5) years.

Products to meet customer's expectation by delivering the right quality and price of product at the right time and place. All goods supplied should meet Umgeni Water standards on quality of originality and not alternative goods.

Contractors are not allowed to deliver a different brand other than the brand awarded to them prior to an approval of brand. In the event that the brand is discontinued, Umgeni Water must be notified of such an occurrence.

- Use of reasonable skill and care

The supplier must use reasonable skill and care to ensure that all appropriate safety, health, environmental, quality (SHEQ) protocols are followed during the supply, delivery and offloading activities at the relevant Umgeni Water Stores

- Co-operation with other Supply providers

- Brief

Supply, Delivery and Offloading of Sodium Hypochlorite and H.T.H (Granular and Tablets) at Mkondeni and Pineside Stores for a period of five (5) years.

Stores will place an order with the supplier once stock levels reach a minimum, as per defined limit set on SAP. The supplier will have to strictly adhere to a five calendar day lead-time from the date of a received order number.

Supplier to ensure that they have their own lifting and transporting equipment/vehicles and personal protective equipment (PPE) to supply, deliver and offload the products at Stores and that their staff are appropriately trained and work safely in adherence to legislation.

Supplier to comply with all Umgeni Water's scope of work, specifications, SHEQ standards and protocols, and to all contract requirements

Products to meet customer's expectation by delivering the right quality and price of product at the right time and place.

The Successful Supplier must supply the contact details of the person responsible to deal with quality / non-conformance product/supply.

The quantities listed on the pricing schedule are our best estimates but should not be considered as binding.

Umgeni Water reserves the right to audit the stock holding of the raw material at the successful supplier's premises, at any time during the contractual period.

During this contract period there is the possibility that certain plants will be decommissioned and this will result in a reduction of the quantities listed in the pricing schedule. The supplier will be given 60 days' notice in the event of a plant being decommissioned.

On no account are Suppliers permitted to operate Umgeni Water's cranes, hoists, lifts or any other equipment including vehicles. This also applies to articles/substances and personal protective equipment.

- **Reference data**

General contract conditions, health, safety, environmental and quality legislation are applicable to the supplier for the duration of the contract.

- **Applicable national and international standards**

It is preferable (not mandatory) for Suppliers to be ISO 9000:2015 certified or prove that they are in the process of updating their certification to ISO 9000:2015 as per current legislation.

- **Particular/Generic specifications**

SODIUM HYPOCHLORITE

- Manufacturers shall be ISO 9001:2015 certified or prove that they have been audited against the new standard and their certification is pending. The supplier must provide a COA .
- Product shall comply with the specifications (determinands) detailed below:
- Appearance Clear, light yellow, free from foreign particles and sediment
- Specific Gravity @20°C g/cm3 Minimum 1.16 – 1.23
- Available chlorine % m/v Minimum 11.5 - 18
- Sodium hydroxide % m/v Maximum 1.5
- Fe mg/L Maximum 10
- Suppliers must provide a CoA with the following information:
 - Manufacture date
 - Expiry date
 - Batch number
 - And all determinands listed above.
- In addition, the supplier shall include the available chlorine concentration on the day of dispatch to site
- Umgeni Water will conduct the following quality control analysis on each batch delivered:
 - Specific Gravity @20°C g/cm3
 - Available chlorine % m/v
 - The sodium hypochlorite must be delivered in polyethylene or polyvinyl(PVC) 25l drums of any colour other than the following: clear. In order that the purity of the product is not affected, the drums shall not have been used previously for a different product.
 - Every drum shall be labelled with the manufacturer date, expiry date, batch number.
 - specifications: delivery must be accompanied by a material safety data sheet; standards: SABS 295:1976 latest amended edition.

- **H.T.H SPECIFICATION (GRANULES & TABLETS)**

H.T.H GRANULAR 25KG

- Description of 25 kilogram x calcium hypochlorite granules;
- 25kg calcium hypochlorite
- type: granules;
- weight: 25kg;
- Specifications: delivery must be accompanied by a material safety data sheet; standards: sabs 295:1976 latest amended edition; packaging: suitable plastic drum with seal-tight lid. The packaging shall not chemically or physically interact with the chemical content and shall be durable to protect the chemical adequately during normal handling, transportation and storage; brand: H.T.H or equivalent.

- Description of 25 kilogram x calcium hypochlorite tablets;
 - 25kg calcium hypochlorite
 - type: tablets;
 - weight: 25kg;
 - specifications: delivery must be accompanied by a material safety data sheet; standards: sabs 295:1976 latest amended edition; packaging: suitable plastic drum with seal-tight lid. The packaging shall not chemically or physically interact with the chemical content and shall be durable to protect the chemical adequately during normal handling, transportation and storage; brand: H.T.H or equivalent.

 - On no account are Contractors, permitted to operate Umgeni Water's cranes, hoists, lifts or any other equipment including vehicles. This also applies to articles/substances and personal protective equipment. If the use of any of the above items is required, application must be made to the appropriate Umgeni Water Representative. Only written approval will constitute approval to the application, provided that the operators of cranes and forklifts are in possession of a valid certificate of competence issued by a Training Institution accredited by the Department of Manpower

 - **Procurement**
 - The quantities listed on the pricing schedule are estimates only but should not be considered as binding. Umgeni Water reserves the right to either increase or decrease the quantities actually ordered. The successful supplier is required to hold stock, equivalent to one month's supply, based on average usage of product by the sites, at his premises and costs. Umgeni Water reserves the right to audit the stock holding at the supplier's premises, at any time during the contractual period. Should this ever drop to a level below one month of stock, Umgeni Water is to be immediately notified. The supplier's delivery lead-time from date of receipt of an order is strictly five calendar days.
 - The supplier's performance will be monitored in accordance with the contract, i.e. the supplier's delivery lead-time from date of receipt of an order is strictly five calendar days. Non-performance issues will be immediately raised with SCM to address with the supplier. Failure of the supplier to address these shortcomings timeously may result in immediate cancellation of the contract.

 - **Access to land / buildings / sites**
 - Access to UW sites will be subject to adherence to all security and SHEQ standards and protocols which will be monitored by the relevant UW representatives.

 - **Planning and programming**
 - The successful supplier must ensure proper planning and programming to hold stock, equivalent to one month's supply, based on average usage of product by the sites, at his premises and costs. The supplier will have to strictly adhere to a five calendar day lead-time from the date of a received order number.

 - **Quality management**
 - It is preferable (not mandatory) for Manufacturers and Distributors to be ISO 9000:2015 certified or prove that they are in the process of updating their certification to ISO 9000:2015 as per current legislation.
- Suppliers must provide a Certificate of Analysis (CoA) with every product delivery which includes the following information:
- Manufacture date
 - Expiry date
 - Batch number
 - And all determinants listed above.

- In addition, the supplier shall include the available chlorine concentration on the day of dispatch to site
- Umgeni Water will conduct the following quality control analysis on each batch delivered:
 - Specific Gravity @20°C g/cm³
 - Available chlorine % m/v
 - The sodium hypochlorite must be delivered in polyethylene or polyvinyl(PVC) 25l drums of any colour other than the following; clear. In order that the purity of the product is not affected, the drums shall not have been used previously for a different product.
 - Every drum shall be labelled with the manufacturer date, expiry date, batch number.
 - specifications: delivery must be accompanied by a material safety data sheet; standards: SABS 295:1976 latest amended edition.
 - The sodium hypochlorite and HTH (Granules & Tablets) should not contain any other soluble material in quantities capable of producing deleterious effect or any injuries impacting the health of any downstream users from the receiving environment.

Non conformance

- If the chemical being supplied is found to be ineffective in respect of the specification provided at the point of delivery, and/or after internal quality assurance testing by the relevant Umgeni Water laboratory to verify the suppliers Certificate of Analysis (COA), Umgeni Water reserves the right to reject the chemical and buy any other chemicals necessary and to recover any costs from the supplier. Any increase in price as a result of such change will be for the Supplier's account.
- **Format of communications**
 - All Supplier communications to Umgeni Water should be addressed through SCM.
- **Key personnel**
 - The Supplier must include the contact details of the persons' responsible to deal with quality/non-conformance product and supply and quantity queries.
- **Management meetings**
 - The project will be managed through meetings (Inception, progress and closing meeting) for the duration of the contract.
 - The following will be resourced internally:
 - Project Manager – Systems Manager – Water / Wastewater
 - Production – Plant Superintendents (Water & Wastewater)
 - The supplier (Account Manager) must visit the Mkondeni and Pineside Stores on a quarterly basis to review the supplier's performance in terms of the contract and to evaluate chemical usage and make recommendations and submit a quarterly report to the Head: Inventory Management at Umgeni Water for circulation to Senior Management.
- **Proof of compliance with the law**
 - OHS Act, 1993
 - NEMA, Act 1998.

PART C4: SITE INFORMATION

1. Pineside Stores

Umgeni Water
Pineside Regional Office / Workshops
13 Pineside Road
Durban
4001
GPS (UW - Pineside Regional Office Lat: -29.80937, Long: 30.873647)

2. Mkondeni Stores

Umgeni Water
Mkondeni Regional Office / Workshops
7 Portland Road
Mkondeni
Pietermaritzburg
3200
GPS (UW - Mkondeni Workshops Lat: -29.653351, Long: 30.419969)

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PART C5: ANNEXURE

5.1 RULES FOR CONTRACTORS ON SITE.....C 5.2

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RULES FOR CONTRACTORS ON SITE

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APPENDIX 2: ACKNOWLEDGEMENT OF AWARENESS OF SPECIFIC SITE IDENTIFIABLE POTENTIAL HAZARDS

1.0 PREAMBLE AND LEGAL

1.1 The following Rules for Contractors on Site are intended to assist Contractors and the Management of Umgeni Water in controlling and supervising our work environment in order to minimise the probability of an incident which could result in an injury, accident, fire or loss. This document is also a material contractual condition prior to work being undertaken at Umgeni Water. The Contractor shall include by definition, Sub-Contractor and/or their respective employees and the Contractor - unless agreed separately in writing - shall undertake the responsibilities and liability of Sub-Contractors employed by the Contractor. The Contractor shall conform with the provisions of any Act, in particular the Occupational Health and Safety Act, Act N° 85 of 1993 and Compensation for Occupational Injuries and Diseases Act, Act N° 130 of 1993.

1.2 Every employee of the Contractor has the authority and responsibility to report to his own and Umgeni Water Management, or any Safety Representative, any operation or deficiency which contravenes the items listed in these rules so that remedial action may be taken.

1.3 In all cases the Contractor shall ensure that the works are carried out in accordance with all the Statutory requirements of Safety Legislation and any General and Special Conditions of Contract with Umgeni Water applicable to any specific contract.

1.4 Wherever applicable, the Contractor is to:-

a. Provide any information as may be required by completion or insertion in the appropriate place/space provided in this document.

b. Ensure that every page of this document is appropriately signed, thereby also signifying the Contractors' acceptance of all the rules and conditions contained in that page.

2.0 INDEMNITY

The Contractor does not hold Umgeni Water or its employees responsible for certain acts or omissions done to/by the Contractor and the Contractor agrees to indemnify Umgeni Water against any losses and/or damages consequential or otherwise caused by its employees and also exempt Umgeni Water and/or its employees from any liability pertaining to damages and/or injury the Contractor and/or its employees may suffer whilst on our premises and sites of work.

3.0 NON-COMPLIANCE

Non-compliance with Umgeni Water's Rules for Contractors on Site will adversely affect future Contracts. Serious cases of non-compliance may lead to the Contractor being instructed to leave the Umgeni Water Site.

Name of Contractor:

Authorised Signatory:

4.0 HEALTH AND SAFETY RULES

The Contractor shall conform with the provisions of the following Health and Safety requirements:-

Name of Contractor:

Authorised Signatory:

4.1 It is a condition of contract that your workmen and any sub-contractors and/or their respective employees be covered in terms of the Compensation for Occupational Injuries and Diseases Act N° 130 of 1993.

4.1.1 The Contractor must provide Umgeni Water with a certificate of good standing from the Commissioner and the Compensation Registration number.

Compensation for Occupational Injuries and Diseases Act N° 130 of 1993
Registration N° *

* To be inserted by Contractor

4.1.2 This Declaration of the Compensation Registration number shall confirm that the Contractor's employees and all Sub-Contractor's employees are covered in terms of the Compensation for Occupational Injuries & Diseases Act N° 130 of 1993. This cover shall remain in force whilst any such employees are present on the site.

4.2 The responsibilities and liabilities imposed by the Occupational Health and Safety Act N° 85 of 1993 shall devolve onto the Contractor, in terms of Section 37(2) of this Legislation. In terms hereof the Contractor shall:-

4.2.1 confirm by his signature on the "Declaration" that he shall not endanger the health and safety of Umgeni Water employees and any other person in any way, whilst performing any work on the site;

4.2.2 ensure that all work performed on the site shall be performed under the close supervision of the Contractor and that all the Contractor's competent employees are to be educated and made aware of the hazards associated with any work that the Contractor performs;

4.2.3 ensure full training of all his employees on Occupational Health and Safety aspects, although Umgeni Water employees shall not specifically direct the actual manner in which the work is undertaken unless this is patently unsafe.

Name of Contractor:

Authorised Signatory:

4.2.4 assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Originator of the Contract, Umgeni Water;

Full name of Contractor's: *
appointee for OHS Act 85 of 1993

Identity number: *
* To be inserted by Contractor

4.2.5 ensure that he familiarises himself with all requirements of the Occupational Health and Safety Act and its Regulations, and that he, his employees and any sub-contractor employed by yourself, comply with them;

4.2.6 appoint competent employees who shall be trained on any specific Occupational Health and Safety aspect pertinent to them, or to the work that is to be performed;

4.2.7 issue SABS approved Personal Protective Equipment as required e.g. appropriate protective clothing, hearing protection, respirators and head protection must be worn in areas so demarcated;

4.2.8 enforce safe work practices and make all employees conversant with the contents of these practices, and discipline his employees in the event of non-conformance with these practices;

4.2.9 ensure that no unsafe equipment/machinery and/or articles shall be used on the site - where a Contractor hands over to Umgeni Water any item of plant, equipment or special tools, the Contractor shall be responsible for ensuring that the items or plant, equipment or special tools are handed over in such condition that they may be safely used for the purposes for which they were intended (refer to Section 10 of the said Act);

4.2.10 report all incidents referred in Section 25 & 26, and General Administration Regulation 6, of the Occupational Health and Safety Act to the Department of Labour as well as to the Originator of the Contract, Umgeni Water, who shall further be provided with copies of any written documentation relating to any incident.

4.3 Note that Umgeni Water hereby obtains an interest in the issue of any Formal Inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving a Contractor and/or his Sub-Contractor and/or their respective employees.

4.4 The Contractor shall provide its own ladders, trestles, scaffolding, lifting tackle and tools and ensure that they comply to the Standards pertaining to such equipment described in the Occupational Health and Safety Act 85 of 1993.

Name of Contractor:

Authorised Signatory:

4.5 All clauses in this Contract pertaining to Health and Safety form an integral part of this contract and if not complied, with may be construed as breach of contract.

4.6 Umgeni Water reserves the right to take whatever steps or action necessary to enforce all clauses pertaining to Health and Safety. However, this does not relieve the Contractor in any way whatsoever for responsibility for its own Health and Safety or that of its employees, Mandatories or Agents.

4.7 The Contractor will certify, with his signature on said Contract, that he is aware of the onus placed on him in terms of the Occupational Health Safety Act 85 of 1993 and amendments and, that his employees have been versed in the same. Umgeni Water is not responsible for the health and safety of the Contractor's employees.

5.0 DESIGNATED AREA

The Contractor will confine his activities and storage of materials/equipment etc. to the area so designated by the Umgeni Water Representative.

6.0 SECURITY

6.1 The Contractor shall ensure that all tools and materials are kept under lock and key. Umgeni Water is not responsible for the loss of the Contractor's equipment as a result of any cause whatsoever.

6.2 Umgeni Water reserves the right for security guards to search persons or vehicles entering or leaving the premises. It is also a requirement that the Contractor and every one of his employees specifically and individually, consent to such security checks and searches by completing the prescribed form, as contained in Appendix 1, before first entry on to Umgeni Water's site. This requirement may be waived or varied at the sole discretion of Umgeni Water.

7.0 PERMITS

7.1 The Contractor shall not perform work for which the issuing of a permit is required prior to the obtaining of a duly completed and approved permit.

Name of Contractor:

Authorised Signatory:

7.2 The following are included as hazardous tasks and may not be carried out by the Contractor unless a work permit has been duly authorised by the relevant Umgeni Water Representative:-

- (i) Any blasting
- (ii) Cutting or welding in any fire risk area
- (iii) Working at a height of more than 2 metres
- (iv) Working with hazardous substances (e.g. flammable liquids, toxic chemicals, metal fumes, dusts, mists etc.)
- (v) Working inside confined spaces (e.g. receiving vessels, pipelines etc.)
- (vi) Working with pressure vessels
- (vii) Working in electrical lock-out installations
- (viii) Breaking into any live water main.

8.0 USE OF UMGENI WATER'S EQUIPMENT

On no account are Contractors, permitted to operate Umgeni Water's cranes, hoists, lifts or any other equipment including vehicles. This also applies to articles/substances and personal protective equipment.

If the use of any of the above items is required, application must be made to the appropriate Umgeni Water Representative. Only written approval will constitute approval to the application, provided that the operators of cranes and forklifts are in possession of a valid certificate of competence issued by a Training Institution accredited by the Department of Manpower.

9.0 ENVIRONMENTAL AND POLLUTION CONTROL*

(* for all construction contracts, the specification for construction projects shall be applicable)

The following general environmental rules must be complied with:

9.1 Good Housekeeping

Work areas must be kept in a clean and tidy condition. All work areas shall be clearly demarcated as such with a barrier tape. After the completion of each day's work the Contractor must make good and clean up the site area where work was performed, and also at completion of the contract.

Refuse, especially flammable materials such as waste rags, waste paper, etc., may only be placed in suitably marked refuse bins with lids. The use of flammable solvents for cleaning purposes must be avoided.

Littering on site is prohibited. Steps must be taken to prevent litter from entering storm water drains at all times.

Name of Contractor:

Authorised Signatory:

9.2 Hazardous Materials

Contractors must obtain clearance for taking their own chemicals for cleaning, or other purposes, onto the premises. For clearance, materials data sheets for the chemicals (which include spill/leak clean-up procedures) must be submitted to the responsible Umgeni Water employee. It is essential that contractor personnel understand the hazards and safe handling precautions to be taken when chemicals are being used.

9.3 Waste Handling & Disposal

The responsible Umgeni Water representative must be contacted in advance of proposed removal and/or transfer of wastes (hazardous or non-hazardous).

Ad-hoc dumping on any part of the premises is strictly forbidden.

Hazardous waste generated on site may only be removed by an approved waste contractor. Copies of waste transfer certificates must be filed with the Umgeni Water representative.

Liquid waste or effluent must be prevented from entering storm water or sewer systems.

9.4 Spills/Leaks

In the event of any substance stored in tanks or in transfer pipes (or delivery tankers) being accidentally, or otherwise, released, the responsible Umgeni Water representative must be contacted immediately. Unauthorised tampering with Umgeni Water equipment is strictly forbidden.

9.5 Noise and Nuisance

Machinery to be used on site must be operated such that the likelihood of noise pollution or any form of nuisance is reduced.

10.0 ALCOHOL OR INTOXICATING SUBSTANCES

The Contractor shall not allow alcohol or other intoxicating substances on site. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the site.

11.0 AWARENESS OF IDENTIFIABLE POTENTIAL HAZARDS

11.1 Prior to commencement of any work on an Umgeni Water site, the appropriate Umgeni Water Representative will take every care to indicate and explain to the Contractor any identifiable potential hazard/s specific to any particular site.

11.2 After the Umgeni Water Representative has indicated and explained to the Contractor any

identifiable potential hazard/s specific to a site, he will detail any such hazards on Appendix 2
hereto and the Contractor must then complete and sign Appendix 2 in acknowledgement thereof.

Name of Contractor:

Authorised Signatory:

11.3 It must be noted that the requirements contained in paragraphs 11.1. and 11.2 above are
singularly and specifically applicable to each and every Umgeni Water site where contractors are
employed.

UMGENI WATER

RULES FOR CONTRACTORS ON SITE

DECLARATION

I, the undersigned, do declare that I acknowledge having read and understood the conditions contained
in this document including the attached "Consent To Security Checks Including Searches", and agree
to abide thereby and furthermore confirm that our employees have been made aware of all these
conditions and agree to abide by these conditions.

I Acknowledge, by my Signature, that I am fully authorised to accept, on behalf of my firm, the Rules
for Contractors on Site and Conditions as contained in this document.

Authorised Signature:Date:.....

Print Name:

Name of Firm:

Address:

Witnesses: 1.

2.

Name of Contractor:

Authorised Signatory:

UMGENI WATER

RULES FOR CONTRACTORS ON SITE

APPENDIX 1: CONSENT TO SECURITY CHECKS INCLUDING SEARCHES

In the event that, at Umgeni Water's sole discretion, it becomes necessary to request me to:

- a. Comply with any Umgeni Water Security Procedures and Security checks; and
- b. Submit to any search of my possessions or on my person or any vehicle in which I am travelling or may be responsible for, by Umgeni Water Officials,

I HEREBY AGREE AND SPECIFICALLY CONSENT THERETO NOTWITHSTANDING ANY PROVISIONS CONTAINED IN CHAPTER 3 OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA.

I FURTHER AGREE THAT ALL THE PRECAUTIONS TAKEN, AS DESCRIBED ABOVE, ARE REASONABLE IN THE CIRCUMSTANCES AND NECESSARY TO ENABLE UMGENI WATER TO RETAIN POSSESSION OF AND CONTROL OF ITS PROPERTY.

The above provisions shall be separately construed. If any of them is held to be unenforceable, the remaining provisions shall not be affected.

SIGNATURE: DATE:

Witnesses: 1. DATE:

2. DATE:

NAME OF CONTRACTOR:

ADDRESS:

UMGENI WATER

RULES FOR CONTRACTORS ON SITE

APPENDIX 2:

ACKNOWLEDGEMENT OF AWARENESS OF SPECIFIC SITE
IDENTIFIABLE POTENTIAL HAZARDS

[To be completed on site }

I, (Full Names)
Identity number hereby acknowledge by my signature that the
appropriate Umgeni Water Site Representative i.e. Mr..... Designation
..... has as reasonable practicable, taken every care to indicate and explain to
meat the following site..... any identifiable potential hazards
including any areas, equipment and substances and the following have been very specifically impressed
upon me as being potentially hazardous at the aforementioned site:-

.....
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SIGNATURE: DATE:

Witnesses: 1. DATE:

2. DATE:

NAME OF CONTRACTOR:

ADDRESS: