



TENDER NO: 2022/019

**APPOINTMENT OF A CO-OPERATIVE TO UNDERTAKE GROUND MAINTENANCE FOR
DURBAN CENTRAL AREA INFRASTRUCTURE FOR A PERIOD OF FIVE YEARS**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone : 033 341 1075

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct at Umgeni Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i>	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. UW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za

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Tender Number: 2022/019

Tender Title: Appointment of Co-Operative to Undertake Ground Maintenance for Durban Central Area Infrastructure for a 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:

Appointment of Co-Operative to Undertake Ground Maintenance for Durban Central Area Infrastructure for a Period of Five Years

Evaluation Method:

Pre-qualification Criteria: Only tenderers who reside within eThekweni Municipality area will be legible to tender.

Only those tenderers who meet the pre-qualification criteria will then be evaluation as follows:

If found to be eligible, it will be further evaluated in two stages i.e.

- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

The physical address for collection and submission of tender documents and the submission of tenders is:

Umgeni Water, 310 Burger Street, Pietermaritzburg.

Documents will be issued by email, upon request and submission of proof of **proof that they are registered Co-Operatives and reside within eThekweni Local Municipality** to Zamah.gasa@umgeni.co.za with the following details: **name of company, name of contact person, contactable cellphone number and valid email address.** Documents will only be issued in electronic format, during working hours from **09h00 to 15h00 from 27 June to 08 July 2022.**

A **compulsory** site clarification meeting with representatives of Umgeni Water shall take place at Umgeni Water Durban Heights Waterworks Main Gate on **05 July 2022** starting at **10h00.**

No tender documents will be issued at the clarification meeting.

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

The closing time for submission of tenders is **12h00 on 04 August 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*

For any other tender adverts, please visit this website.

Umgeni Water Reserves the Right to Award the Contract In Whole or In Part

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

The 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:

www.umgeni.co.za/sustainable_development/sud.asp

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 1: Price and Preference

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 Employer is Umgeni Water
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents 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

T1.1.

	F.1.4 Communication and Employer's agent
F.1.4	The Purchaser's agent is: <u>Tender Queries</u> Name: Zamah Gasa Address: 310 Burger Street, Pietermaritzburg, 3201 Tel: 033 – 341 1075 Fax: 033 – 341 1101 E-mail: Zamah.gasa@umgeni.co.za
	F.2.1 Eligibility
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) The Tenderer must comply with the Preferential Procurement Policy Framework Act 2000 (Preferential Procurement Regulations 2017) the following are identified as targeted groups: Co-operatives owned by black people. c) Tenderers are required to be Co-operatives registered with the Companies and Intellectual Property Commission (CIPC) Tenderers are required to produce proof of a physical address that they reside within the eThekweni Municipality.
	F.2.7 Clarification meeting
F.2.7	There is a clarification meeting, the details for which are stated in the Tender Notice and Invitation to Tender.
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 shall 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	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address Tenders issued in more than one volume shall 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

T1.2.

	Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.
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 T.1.1 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: 1) A Tax Compliance Status (TCS) letter (with pin) issued by the South African Revenue Services. 2) A valid affidavit or a certified copy B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of COID Act 5) Co-operative registration certificate
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F.3.11 Evaluation of tender offers
F.3.11.2	The procedure for the evaluation of responsive tenders is Method 1 (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
(5c)	2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received.
F.3.11.7	Scoring Price
	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
	F3.18 Provide written reasons for actions taken

F3.18	Refer to Section 39 of the Supply Chain Management Policy.
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Umgeni Water Reserves the Right to Award the Contract In Whole or In Part

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		T2.3
T2.2.2 Bidders Disclosure		T2.10
T2.2.3 Tax Compliance Status Letter Requirements		T2.13
T2.2.4 Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.15
T2.2.5 Contract Participation Goals (CPG)	N/A	T2.16
T2.2.6 Tenderer's Experience	N/A	T2.19
T2.2.7 Key Personnel Assigned to the Work	N/A	T2.22
T2.2.8 Experience of Key Personnel	N/A	T2.23
T2.2.9 Proposed Organization and Staffing	N/A	T2.26
T2.2.10 Tenderer's Schedule of Plant and Equipment	N/A	T2.28
T2.2.11 Quality Assurance and Environmental Management	N/A	T2.30
T2.2.12 Method Statement	N/A	T2.32
T2.2.13 Preliminary Programme	N/A	T2.34
T2.2.14 Registration Certificate / Agreement / ID Document		T2.36
T2.2.15 Amendments, Qualifications and Alternatives		T2.37
T2.2.16 Record of Addenda to Tender Documents		T2.39
T2.2.17 VAT Registration Certificate		T2.40
T2.2.18 Schedule of Proposed Sub-Supplier		T2.41
T2.2.19 Proof of Purchase of Tender Document	N/A	T2.42
T2.2.20 Goods and Services Sourced Internationally		T2.43
T2.2.21 Letter of Good Standing in terms of COID Act		T2.45
T2.2.22 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.46]
T2.2.23 Tenderer's Financial Standing		T2.53
T2.2.24 Suppliers Health and Safety Declaration		T2.54
T2.2.25 Pro forma OHS Notification		T2.55

T2.2.

T2.2.26 Letter of Intent for Public Liability		T2.57
T2.2.27 Letter of Intent for Performance Guarantee		T2.58
T2.2.28 Registration Certificates		T2.59
T2.2.29 Central Supplier Database (CSD) Report		T2.60

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

C. PARTNERSHIP

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

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

We, the partners in the business trading as

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

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

D. CLOSE CORPORATION

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

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

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

at

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs , Mr/Mrs

Mr/Mrs and Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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**

- 2.3.1 If so, furnish particulars:

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.

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.

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

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

T2.12.

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

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

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

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

For Information Only

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

CERTIFICATE OF ATTENDANCE

TENDER No.2022/019

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 – NOT APPLICABLE

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. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for Umgeni Water's consideration.

Tenderers (the main supplier 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 contractor 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.
- In the event of services where Umgeni Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by Umgeni Water.
- Main service provider may propose a suitable CPG Partner/s, but 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 supplier 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 contractors/consultants/service providers.
- The main supplier **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main supplier 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 by the Supplier– by 25th of each month, or the nearest previous working day. The submission from the supplier shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Payment to the Supplier – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Supplier has been paid by Umgeni Water; and
- The submission from the Supplier 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 supplier 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 supplier. 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 where applicable.

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 – NOT APPLICABLE

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:

[illegible]

T2.20.

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

DESCRIPTION	MAX POSSIBLE SCORE
<i>Note to the compiler: Please insert functionality criteria as applicable to the service being sought.</i> Company experience in services comprising..... (submit proof of previous experience). • <3 projects – 0 points • 3 projects – 35 points, • 5 additional point for every project more than 3 projects to a maximum of 50 points	100

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK – NOT APPLICABLE

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

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

T2.2.8 EXPERIENCE OF KEY PERSONNEL – NOT APPLICABLE

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

Key Person Positions

- A. |
B. |
C. |

Insert the key person positions to be evaluated here, Contract Director or Manager, Site Agent, General Foreman, Specific Foremen etc. Delete this note.

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

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

A CV of each key person of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

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

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

|

The proposed study team for the study including CV's showing experience in projects of a similar nature. This must include details of the Study Leader; back-up Study Leader and support team proposed for project and must demonstrate the overall multi-disciplinary capability of the team and internal support structures. Experience of Study Leader in Bulk Water Infrastructure: • <5yrs – 0 points • 5yrs – 35 points • 5 additional point for every year more than 5 years to a maximum of 50 points Experience of Process Engineer • <5yrs – 0 points • 5yrs – 35 points • 5 additional point for every year more than 5 years to a maximum of 50 points	100
---	-------------------

T2.24.

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For Information Only

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

T2.2.9 PROPOSED ORGANIZATION AND STAFFING – NOT APPLICABLE

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows: []

No submission (score 0)	No Organizational and Staffing proposal submitted.
Poor (score 40)	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

T2.2.10 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT - NOT APPLICABLE

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Tender is accepted.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

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

T2.2.10 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT (Continued)

The scoring of the scheduled plant and equipment will be as follows: | |

	Unit		Very Good	Good	Satisfactory	Poor
Tracked Excavator (20 Ton or more)	No.		>3	3	2	<2
<i>Points Allocated</i>			25.0	20	10	0.0
*Tracked Side Boom Pipe Layer (45 ton or larger)	No.		>3	3	2	<2
<i>Points Allocated</i>			25.0	20	10	0.0
Tipper Trucks - total cub. meter capacity	m3		>40	40	30	<30
<i>Points Allocated</i>			25.0	20	10	0.0
*Crane (5 ton or greater crane capacity) - for pipe loading / off-loading	No.		>3	3	2	<2
<i>Points Allocated</i>			20.0	16	8	0.0
Self-powered Welding Machines (400Amp or more)	No.		>4	6	3	<3
<i>Points Allocated</i>			25.0	20	10	0.0
Power Generators (400Amp or more)	No.		>2	2	1	<1
<i>Points Allocated</i>			10.0	8	4	0.0
Compactors - (Bomag 90 equivalent)	No.		>4	4	2	<2
<i>Points Allocated</i>			10.0	8	4	0.0
Compactors - Wackers	No.		>6	6	4	<4
<i>Points Allocated</i>			10.0	8	4	0.0
Compressor (500cfm or more)	No.		>2	2	1	<1
<i>Points Allocated</i>			10.0	8	4	0.0
Workshop for Fabricating, Coating and Lining of Specials			>1	1	<1	-
<i>Points Allocated</i>			10.0	8	4	0.0
Grader (16.5t / 190kw or larger)	No.		>1	1	<1	-
<i>Points Allocated</i>			5.0	4	2	0.0
Dozer - D4 equivalent or larger	No.		>2	2	1	<1
<i>Points Allocated</i>			5.0	4	2	0.0
Water Carts	m3		>20	20	10	<10
<i>Points Allocated</i>			10.0	8	4	0.0
Pipe Transporting Trucks (7 Ton or more flat-bed)	No.		>4	4	2	<2
<i>Points Allocated</i>			10.0	8	4	0.0

* Side Boom and Cranes to have Spreader bars with Slings

T2.2.11 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT – NOT APPLICABLE

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

YES	NO
-----	----

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

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

YES	NO
-----	----

By when?

Date

OR

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

YES	NO
-----	----

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

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

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

T2.2.12 METHOD STATEMENT - NOT APPLICABLE

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

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

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

The scoring of the approach paper will be as follows: []

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

T2.2.12 METHOD STATEMENT (Continued)

INSERT HERE

T2.2.13 PRELIMINARY PROGRAMME

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

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

PROGRAMME													
Component / sub component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows: []

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

T2.2.13 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

T.2.2.14 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

T2.2.15 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

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

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

T2.2.16 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

T2.2.17 VAT REGISTRATION CERTIFICATE

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

T2.2.18 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.....

T2.2.19 PROOF OF PURCHASE OF TENDER DOCUMENT – NOT APPLICABLE

INSERT HERE

T2.2.20 GOODS AND SERVICES SOURCED INTERNATIONALLY - NOT APPLICABLE

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 Entities purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

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

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Suppliers) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Tender / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful tenderer (Supplier) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (a) the Supplier and the DTI will determine the NIP obligation;
 - (b) the Supplier and the DTI will sign the NIP obligation agreement;
 - (c) the Supplier will submit a performance guarantee to the DTI;
 - (d) the Supplier will submit a business concept for consideration and approval by the DTI;
 - (e) upon approval of the business concept by the DTI, the Supplier will submit detailed business plans outlining the business concepts;
 - (f) the Supplier will implement the business plans; and
 - (g) the Supplier will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful tenderer (Supplier) and, therefore, does not involve the purchasing institution.

Tender number		Closing date	
Name of tenderer			
Postal address			
.....			
Signature		Name (in print)	
Date			

**T2.2.21 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

T2.2.22 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

1.2 The value of this tender is estimated to exceed/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
- 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, imposition, 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 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 2017, 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 supplier
 - ☐ Other suppliers, 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.

T2.2.22 .../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.

T2.2.23 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)

T2.2.24 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)

T2.2.25 PRO FORMA OHS NOTIFICATION

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

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

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

.....

T2.56.

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:

T2.2.26 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

For Information Only

T2.2.27 LETTER OF INTENT FOR PERFORMANCE GUARANTEE – NOT APPLICABLE

[The Tenderer must attach hereto a letter from the bank or institution with whom it has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. The Tenderer must also attach proof that the institution that will provide the performance guarantee is registered and in good standing with the Financial Services Conduct Authority.]

]

INSERT HERE

T2.2.28 REGISTRATION CERTIFICATES

T2.2.29 CENTRAL SUPPLIER DATABASE (CSD) REPORT

Insert Here

For Information Only



CONTRACT NO: 2022/019

**APPOINTMENT OF CO-OPERATIVE TO UNDERTAKE GROUND MAINTENANCE FOR DURBAN
CENTRAL INFRASTRUCTURE**

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone: 033 341 1075

Name of Service Provider:

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **an Appointment of Co-Operatives to Undertake Ground maintenance for Durban Central Area Infrastructure for a Period of Five years**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

The Tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 Service Provider 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.

Note: This is a rates based tender. 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.

Signature(s) *(of persons authorized to sign the acceptance)*

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

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

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any 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 Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: *(of person authorized to sign the acceptance)*

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* Umgeni Water

Address 310 Burger Street, Pietermaritzburg

Telephone number: 033 3411111 **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 UMGENI WATER

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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

The Conditions of Contract are the **Umgeni Water Standard Services Contract** (document number: SCM027), a copy of which may be obtained from the Umgeni Water Supply Chain Management office or can be downloaded from the following web site: www.umgeni.co.za/sustainable_development/sud.asp

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

3. Progress Payments

Payment of Payment Certificates shall be effected on or before but not later than the last day of the month following the month in which the Invoice and accompanying statement was dated".

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Employer is Umgeni Water
1	The Contract is Appointment of Co-Operative to Undertake Ground Maintenance for Durban Central Area Infrastructure
1	The Period of Performance is 60 months from the Commencement Date
3.4	The authorized and designated representative of the Employer is: Name: Charles Scott The address for receipt of communications is: Telephone: 083 280 3871 E-mail: Charles.scott@umgeni.co.za Address: 310 Burger Street Pietermaritzburg Kwazulu Natal
3.5	The location for the performance of the Contract is Durban Central Area
3.13	The programme shall be submitted within 14 Days of the Contract becoming effective.
5.4.1	The Service Provider is required to provide the following insurance: 1. Public Liability Insurance Cover is: R 10 000 000 (Ten Million Rand) Period of cover: For the period of performance Insurance cover requirements will be confirmed on award.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Unplanned / Adhoc grounds maintenance services.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
12.2.1/2/3	Interim settlement of disputes is to be by mediation
	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.
13.1.3	All persons in a joint venture or consortium shall carry a minimum General indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data.
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data														
1	The Service Provider is. Name: Address: Telephone: Facsimile:														
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Address: Telephone: Facsimile:														
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties												
Name	Specific duties														

PART C2: PRICING DATA

PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES

C2.1 Bill of Quantities

- 2.1.1 Definition of unit rates** – the tenderer is required to review the scope of work defined within C3 and to determine all the resources required resulting in the unit rates to achieve the work components within the scope.
- 2.1.2 Bill of Quantities** – the tenderer is required to fill in the Bill of Quantities and complete the pricing calculations set down in C2.2 Pricing Schedule, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
- 2.1.3 Payment** – the tenderer will be paid the amounts per quantity of each item delivered on a monthly basis.
- 2.1.4 Prices** – must remain firm for a 12 month period and thereafter, will be subject to CPI escalation on the anniversary of the contract. A 30 day notice period prior to price increases is required.
- 2.1.5** The service providers shall provide prices (VAT exclusive) for **ALL** items listed in the table. **Failure to provide prices in any of the items listed will deem this tender to be non-responsive.**

C2.2 Pricing Schedule – Bill of Quantities

NOTES FOR TENDERERS

Labour & Training

The tenderer shall ensure that he/she caters for all labour and training requirements deemed necessary to carryout his/her duties for the full duration of this contract.

Grass Cutting

The tenderer shall ensure that he/she takes into consideration the required time to cut the respective worksites listed. Once started, the sites shall be cut to completion as per the standards mentioned.

Plant and Equipment

The tenderer shall ensure that he/she caters for all plant, equipment and other items deemed necessary to carryout his/her duties for the full duration of this contract .

Health & Safety Requirements

The tenderer shall ensure that he/she caters for all Health & Safety requirements (Including the H&S File & medicals prior to commencement), and other items deemed necessary to carryout his/her duties for the full duration of this contract.

Adhoc Services

The tenderer shall ensure that he/she takes into consideration the requirements of the Adhoc Services as part of the services required for this tender.

Grass Cutting – Please refer to Bill of Quantities below with approximate square meters for costing purposes				
Item	Worksites and Approximate square meters	Annual Cuts	Rate Per Cut	Amount per item (excl VAT)
1.1	Durban Heights WW including verges all around the WW on (both sides of Dunkeld Road), one side of verge along fence line all around other areas of the WW approximate area 173000m ²	30	R	R
1.2	Durban Heights WW- Kwa Dabeka Pumpstation approximate area 1000m ²	30	R	R
1.3	Durban Heights - Winchester Valve chamber approximate area 300m ²	24	R	R
1.4	Durban Heights - 83 Dunkeld Road Vacant Property- behind houses approximate area 470m ²	24	R	R
1.5	Durban Heights Pipe yard approximate area 3400m ²	30	R	R
1.6	Wiggins Waterworks, including the verge on both sides of the Main Entrance Gate on the plant side of Wiggins Rd and cutting and weed/growth management (spraying with weed killer) between the fences and cleaning around all plant/shrubs and pruning/shaping of the same, weed eradication on paved areas approximate area 175000m ²	24	R	R
1.7	Durban Heights vacant property, bus rank and MTN Tower approximate area 8128m ²	18	R	R
1.8	Durban Heights House Verges including Newman Close approximate area 28509m ²	18	R	R
1.9	Durban Heights Staff Quarters approximate area 2876.9m ²	24	R	R
1.10	Pineside Regional Offices and Workshops approximate area 7901m ²	38	R	R
2.4	Propagation of plants for all worksites as listed above and part of this Bill of Quantities.	Provisional Sum	1	R7 000
2.5	Provision of Health & Safety File	Provisional Sum	1	R10 000
Sub-Total A 1 – Carried to Final Summary				

Adhoc Services				
Item No.	Description	Unit	RATE	Amount per item (Excl VAT)
2.1	Tree Felling and de-stumping for trees less than 500mm girth	1	R	R
2.2	Tree Felling and de-stumping for trees greater than 500mm girth but less than 1000mm girth	1	R	R
2.3	Fertilising of all worksites as listed above and part of this Bill of Quantities.	m ²	R	R
Sub-Total A2 –				R

FINAL SUMMARY	
A – Sub total (A1) for all Items excluding VAT	R
B – Contingencies (10%)	R
C - Add VAT @ 15% of A	R
D - Total including VAT (A+B+C)	R

PART C3: SCOPE OF WORK

1. Employer's objectives

To ensure there is provision of reliable ground maintenance services at all listed Umgeni Water owned or managed sites, as per the Bill of Quantities and in compliance with Umgeni Water requirements and applicable legislation.

2. Description of the services

The scope of work is to cut grass, maintain gardens, clear bush, general landscaping, tree pruning, treat (herbicide application) or remove alien plants / trees and weeds. This shall be undertaken at all sites as per the Bill of Quantity. The disposal of all garden refuse shall be undertaken in an environmentally acceptable manner to recognised and registered disposal sites.

3. Extent of the services

Extent of Services	Key Deliverables
Weed/Alien plant control	Areas clear of weeds/alien plants using SABS approved / environmentally friendly herbicides.
Ground maintenance Equipment	Provision of adequate and suitable ground maintenance equipment and materials.
Health and safety requirements	Provision of trained, competent staff including relief staff. Supply of SABS approved personal protective equipment for all contractors' employees.
Garden refuse Management	Collecting of garden refuse and proper disposal.
Other	Tree felling, clearing of access roads to sites (e.g. cutting of servitudes) & general landscaping, alien weed removal and control.

NOTE: The description of Training and Other requirements below must be included in the tenderers overall costing for the services rendered.

Item No.	Description of Training & Other Requirements	Frequency
3.1	Health & Safety File - Once off	Once Off – After award and before commencement of work.
3.2	Pest Control Operator Certificate - Once off	Once Off
3.3	Fire Fighting - Every 3 Years	Every 3 years
3.4	Chainsaw Operator - Every 2 Years	Every 2 years
3.5	Brush Cutter Operator - Every 2 Years	Every 2 years
3.6	Lawnmower operator - Every 2 Years	Every 2 years
3.7	First – Aid (Level 1) - Every 3 Years	Every 3 years
3.8	Incident / Accident Investigation - Once off	Once Off
3.9	Chemical Handling Training - Every 2 Years	Every 2 years
3.10	Annual Medicals by Occupational Health Practitioner - Annual	Annually
3.11	Tree felling - Every 2 Years	Every 2 years
3.12	Environmental training- to include snake awareness- alien weed and vegetation identification - Every 3 Years	Every 3 years
	Provision of access control identification card for all employees and must have the following: Picture of	Once Off

3.13	person, name, ID No., company name, company logo (If have), supervisor name, designation - Once off	
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4. Use of reasonable skill and care

The provision of trained staff in the use of ground maintenance equipment, handling and disposal of garden refuse is required. (Training records to be provided for machinery operators e.g. chainsaw, brush cutter). The training of all staff shall be completed as per the agreed dates by Umgeni Water.

5. Co-operation with other services providers

If there is a need for meetings or interaction with other institutions, the service provider is expected to act professionally and requests are to be done via Umgeni Water.

6. Brief

General requirements

- Employees who wear defective uniforms and personal protective equipment are not permitted to work on site.
- Untrained employees will not be permitted to work on site.
- Should any of the employer's sites that form part of this contract, change ownership or become decommissioned during the duration of the contract, the site will be omitted from the contract.
- The employer to inspect and audit the performance as and when required.
- The service provider must provide evidence that the equipment is regularly maintained, tested and performs to specification, on request.
- Umgeni Water has the right to request the removal / replacement of any defective equipment in consultation with the service provider.
- Accidents / incidents to be reported immediately to site management by the contractor.
- Site management also has the right to investigate the cause and results of any incident.
- To provide material safety data sheets to the site representative for all chemicals on site. The material safety data sheets (16 point format) to comply with the requirements of the hazardous chemical substance regulation of the OHS Act 85 of 1993.
- Comply with Umgeni Water's site specific Safety, Health Environment and Quality procedures.

6.1 Ground Maintenance - Plant and Personal Protective Equipment Sample Lists

Equipment lists as per below but not limited to for effective Ground Maintenance services rendered. These sample lists must be taken into consideration when tendering.

SAMPLE PLANT AND EQUIPMENT LIST	Brush cutters. Lawnmowers. Chainsaws. Mobile Vehicle. Trailer. Field mower.
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	Hedge trimmers. Knapsack sprayers. Safety/Jerry cans for fuel. Ladders. Wheel barrows. Blower. Rakes. Spades. Hoes. Brooms. Drip tray for decanting. Safety screens when cutting near windows/cars. Clippers/ shears. Tractor (where required). Ride on mower (where required). Danger tape. Safety signs for grass cutting in progress. Personal Protective Equipment for all staff.
--	--

Table below identifies site personal protective equipment requirements which must be SABS approved, but not limited to the following:

Sample Personal Protective Equipment
Safety shoes
Gumboots
Hardhats
Full length Aprons
Face shield with ear protection (Set)
First Aid kit with a trained First Aider on site
Respiratory equipment (For dust and herbicide)
Spats
Overalls
Rain suits
Goggles/ safety glasses
Reflective vests
Cross over shoulder harnesses for brush cutters
Applicable PPE for tree felling

- A two meter (2m) cleared section on the outside of all fences shall be maintained at all times. Where double fences exist, the area between the two fences shall be cut and cleared as per the sites requirements.
- All areas where grass brush cutting takes place the height of the cut grass is to be kept between 3cm and 5cm
- All Lawns are to be cut and edges trimmed.

- Remove all weeds, old flower heads, yellow leaves and rubbish from the flowerbeds.
- Turn soil in the flowerbeds, remove weeds or any alien plants and neaten edges.
- Trim/prune trees and shrubs when necessary.
- All lawn trimmings, general rubbish and trimming debris to be removed from site immediately after the work has been undertaken and disposed of in a responsible manner to an authorised refuse disposal site.
- Fertilising of gardens/lawns with NPK (3:2:3) fertiliser, will only take place if instructed to do so.
- All areas to be kept free of weeds, debris and remove/treat grass that grows on concrete and stony areas
- Report all infestations of pests when first noticed, and take remedial action when instructed to do so, in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.
- General tidying, rake-up of leaves, rubbish and debris must be undertaken.
- On request and where required, propagate plants to fill in bare spaces or request new plants.
- New plants may only be purchased with the authorisation of the relevant site supervisor/manager. Replacement plants must be indigenous perennial, flowering shrubs and plants.
- Walkways/Pathways (cement) to be cleaned and drainage systems to be cleared of plants and debris.
- The area surrounding all buildings, manholes, paths, concrete or brick structures, and flower beds etc. as well as the area along the perimeter fence, is to be maintained and shall be considered as part of this contract.
- Transport of equipment and fuel in public transport will not be permitted.

DEFINITIONS

- **Full Service** – Includes all services as per the requirement of this contract above.
- **Herbicide Treatment** – means the application of herbicides for the treatment of unwanted plant material.

- **Grass Cutting** – means the cutting and trimming of grass as per the requirement of this contract, and the removal of unwanted material from the site.

7. Reference data
N/A

8. Applicable national and international standards

- All consumables used in the execution of this scope of work must be SABS approved.
- The Occupational Health & Safety Act 85 of 1993.

9. Particular/Generic specifications

9.1 Scope of Work applies to all areas.

10. Approvals

For all ad-hoc services, the service provider must obtain prior approval from the employers' representative.

Should there be a need for cleaning staff to work after hours or on weekends during special events, the supervisor will be informed by the site management so that the necessary arrangements can be made.

11. Procurement
Nil.

12. Access to land / buildings / sites

- Compulsory SHEQ site inductions will be conducted prior to commencement of the contract and annually thereafter for all staff. A week's notification is required for inductions to be conducted.
- All staff is to adhere to Umgeni Water's security and access control procedures.

Site working hours

Working Day: 07h00 – 16h00 (Excluding public holidays and weekends).

13. Planning and programming

As per stated services above.

14. Software application for programming

N/A

15. Quality management

SABS ISO certification or a documented Quality Management System will be an advantage. The service provider will be required to work to Umgeni Water's Quality Management standards.

16. Format of communications

- All communications will be conducted telephonically, via e-mails, reports and meetings.
- All checklists required by Umgeni Water shall be signed off on a monthly frequency.
- A cleaning schedule, as per the site specific requirement's to be complied with.
- For any urgent matters such as incidents, the site representative shall be contacted telephonically immediately.

17. Key personnel

The service provider must supply Umgeni Water representative with the names and contact details of responsible management and supervisors. The appointed service provider is to ascertain that it has the qualified key personnel to undertake the required work.

18. Management meetings

- Quarterly meetings are to be held with site management.
- A minimum of one site inspection to be undertaken by the contractor's representative monthly, in order to determine standards are met.
- Special meetings and inspections will be on request by either party.

19. Forms for contract administration

Umgeni Water has standard forms for contract administration and reporting purposes, these forms/templates will be issued to the successful service provider

Umgeni Water reserves the right to increase or decrease the number of units to be cleaned and frequency of cleaning based on growth and development of these sites. This will be undertaken through the Supply Chain Management department and site management.

Claims must be submitted each month to the superintendent and shall consist of statement, invoice and the required backup documents. Once approved by the superintendent, all documents shall be submitted for payment.

20. Electronic payments

Further to item 23 below, the Contractor is required to be registered on Umgeni Water's Supplier Database such that electronic payments may be made.

21. Daily records

A list of all staff on site must be provided.

22. General indemnity insurances

Refer to C.1.2 Contract Data Clause 5.4.1 and state number of copies and the place where policies are to be presented.

23. Payment certificates

Claims must be submitted by the 25th day of each month to the relevant superintendent and shall consist of statement, invoice and the required backup documents. Once approved, the superintendent shall submit to the Creditors Department for payment within 15 days following the date of the invoice.

24. Use of documents by the Employer

Not Applicable.

25. Property provided for the Service provider's use

Nil.

26. Proof of compliance with the law

26.1 Salaries

- The services provider shall pay its entire staff at or above the wage rates in terms of the Department of Labour – Basic Conditions of Employment, and must be strictly adhered to.
- The employer reserves the right to inspect wage records of the successful supplier throughout the duration of the contract.

26.2 General Safety

- Basic Health, Safety and Environmental, handling of Chemical Substances and use and maintenance of personal protective equipment awareness training is required.
- The service provider must operate/comply in accordance with the requirements of the appropriate laws with specific attention being drawn to the Occupational Health and Safety Act, Compensation for Occupational Injuries and Diseases Act and the National Environmental Management Act (Waste Management Act) and their regulations.
- Caution boards must be displayed for safety reasons.
- Suitable and adequate Personal Protective Equipment and uniforms must be issued to each employee in accordance with requirements of each particular site e.g. safety shoes must be worn on all sites, and in compliance with the Occupational Health and Safety Act.

- All employees must be provided with uniforms to cater for all weather conditions and be presentable at all times.
- The contractor is to maintain records for the issue of personal protective equipment and training on the safe and correct use thereof.
- Uniforms and personal protective equipment must be inspected by the Supervisor monthly and records must be maintained.
- Defective uniforms and personal protective equipment are to be replaced immediately.
- In the event of weed control, the service provider must be registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) or as amended. The contractor / service provider must produce details of a suitably qualified person who will undertake this work on their behalf.
- Sharing of Personal Protective Equipment is not permitted for health and hygiene reasons.
- Equipment to be used must comply with the rules and regulations of Occupational Health and Safety Act (Act 85 of 1993)
- The contractor to provide updated Material Safety Data Sheets (16 point format) of chemicals/ herbicides/fuel used on site as outlined by the Hazardous Chemical Substances Regulations under the Occupational Health and Safety Act (Act 85 of 1993).
- To ensure that all chemical containers are labelled correctly.
- To provide drip trays for the decanting of chemicals/herbicides.
- Where a ladder is used, make sure a second person is available to secure the ladder for the duration of the task.
- Valid letter of good standing to be provided to each site.
- Copies of Identity documents for all staff must be made available to site. Child labour may not be utilised.
- In addition to any statutory obligation, the service provider must report all safety and environmental incidents to the employer's site management, immediately of their occurrence, regardless of the extent of damage to property or injury to an employee.
- **A contractor's SHE file to be submitted 7 days after award of tender.**

PART C4: SITE INFORMATION

No.	Worksite	Approximate GPS Coordinates
1	Durban Heights WW including verges all around the WW on (both sides of Dunkeld Road), one side of verge along fence line all around other areas of the WW approximate area 173000m ²	S29°48'0.78" E30°55'45.84"
2	Durban Heights WW- Kwa Dabeka Pumpstation approximate area 1000m ²	S29°48'0.78" E30°55'45.84"
3	Durban Heights - Winchester Valve chamber approximate area 300m ²	S29°48'0.78" E30°55'45.84"
4	Durban Heights - 83 Dunkeld Road Vacant Property- behind houses approximate area 470m ²	S29°48'0.78" E30°55'45.84"
5	Durban Heights Pipe yard approximate area 3400m ²	S29°48'0.78" E30°55'45.84"
6	Wiggins Waterworks approximate area 175000m ²	S 29°50'54.59 E 30°57'35.51
7	Durban Heights vacant property, bus rank and MTN Tower approximate area 8128m ²	S29°48'1.403 E30°55'38.837
8	Durban Heights House Verges including Newman Close approximate area 28509m ²	S29°47'58.252 E30°55'41.17
9	Durban Heights Staff Quarters approximate area 2876.9m ²	S29°47'58.252 E30°55'41.17
10	Pineside Regional Offices and Workshops approximate area 7901m ²	S29°48'34.07" E30°52'24.66"



'Think Water, Think Umgeni Water'

RULES FOR CONTRACTORS ON SITE

PARAGRAPH	CONTENT	PAGE N°
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RULES FOR CONTRACTORS ON SITE DECLARATION

APPENDIX 1: CONSENT TO SECURITY CHECKS INCLUDING SEARCHES

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:

Disclaimer

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