



**TENDER NO:** 2025/002(A)

**APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE,  
DURBAN**

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

**Issued by:**

Umgeni Water Services  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Thobile Ngcobo  
Telephone: 033 341 1217

**Name of Tenderer:** \_\_\_\_\_

**National Treasury CSD Number:** \_\_\_\_\_

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at Umgeni Water Services to:</p> <p>The Office of the Managing Director, Attention: The Managing Director Email: <a href="mailto:uws@umgeni.co.za">uws@umgeni.co.za</a></p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by Umgeni Water Services, may lodge an appeal within <b><u>7 calendar days</u></b> of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Office of the Managing Director, Attention: The Managing Director Email: <a href="mailto:peter.thompson@umgeni.co.za">peter.thompson@umgeni.co.za</a></p>

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**Tender Number:** 2025/002(A)**Tender Title:** APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE, DURBAN**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Umgeni Water Services (UWS) is a subsidiary of uMngeni-uThukela Water (UUW) and a state owned business enterprise that operates within the South African legislative parameters. UWS is classified as a National Government Business Enterprise as contemplated in Schedule 3B of the PFMA. UWS reports directly to UUW, through the Board (Accounting Authority) and through its functionaries, the Chairperson of the Board, and the Managing Director.

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

**APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE PARTITIONING  
FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE, DURBAN**

**FOR THE DURATION OF 4 MONTHS**

In addition to the eligibility criteria specified in clause F2.1 of the Tender document:

CIDB Rating required:

**The tenderer needs to be registered as CIBD 4GB grading or higher.**

Evaluation method:

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

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price and Preference goals using the 80/20 preference point scoring system in terms of the PPPFA and price and preference goals.

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
  - a) Price; and (80 ) and Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.

Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20	Evidence to be provided
HDI	AN ENTERPRISE AT LEAST 51% OWNED BY BLACK PEOPLE	10	BBBEE Affidavit CIPC CSD
RDP	AN ENTERPRISE LOCATED IN KZN	10	Municipal account Lease agreement CSD
<b>Total points for preferential goals</b>		<b>20</b>	

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

All tenderers who are interested in tendering for this project is requested to send an email to Thobile Ngcobo during office hours from 09h00 to 15h00 from Monday, 12 August 2024 to Tuesday, 20 August 2024, kindly state tender no 2025/002 (A) and the description in your subject email.

Queries relating to the issue of these documents shall be addressed to: Thobile Ngcobo, Tel No.: 033 341 1217, e-mail: [Thobile.Ngcobo@umgeni.co.za](mailto:Thobile.Ngcobo@umgeni.co.za)

A compulsory clarification meeting with representatives of Umgeni Water Services will take place at No. 6 The Boulevard, Westway Office Park, Westville, Durban, 3610 on 21 August 2024 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 receipt of Tenders is **12h00 on 12 September 2024**

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

Standard Conditions of Tender and Conditions of Contract are available on uMngeni-uThukela Water's website <https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf>

*Persons aggrieved by decisions or actions taken by Umgeni Water Services, may lodge an appeal within 7 calendar 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 Office of the Managing Director,  
Attention: The Managing Director  
Email: [peter.thompson@umgeni.co.za](mailto:peter.thompson@umgeni.co.za)*

*Note that appeals not addressed to the abovementioned email will not be considered.  
For any other Tender adverts, please visit this website.*

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

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

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

[https://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

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

### F.3.8 Test for responsiveness

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

“d) meets the minimum Functionality requirements stated in the Tender Data.”

### F3.11.3 Method 2: Functionality, Price and Preference

#### Functionality

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

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

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

Clause number	Tender Data
	<b>F.1.1 Actions</b>
F.1.1	The Employer is <b>Umgeni Water Services</b>
	<b>F.1.2 Tender Documents</b>
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>VOLUME 1</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to Tender</p> <p>T1.3 Tender data</p> <p><b>Part T2: Returnable Schedules and Documents</b></p> <p>T2.1 List of all returnable documents</p> <p>T2.3 Returnable Schedules</p> <p><b>VOLUME 2</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.2 Form of Offer, Acceptance and Schedule Deviations</p> <p>C1.8 Contract data</p> <p>C1.17 Form of Guarantee</p> <p><b>Part C2: Pricing data</b></p> <p>C2.2 Pricing Instructions</p> <p>C2.2 Pricing Schedule</p>

	<p><b>Part C3: Scope of work</b> C3.1 Scope of Work C3.2 Annexure A</p> <p><b>Part C4: Site Information</b> C4.1 Site Information</p> <p><b>Part C5: Annexures</b></p> <p>The Tender Document and the drawings shall be obtained from the Employer or its authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice. Upon receipt of the Tender documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording indistinct, the Tenderer shall apply to the Engineer at once to have the same rectified as no liability will be entertained by the Employer or the Engineer in respect of errors in any Tender arising out of any matter referred to in this paragraph. The Tenderer is required to satisfy itself that the Documents received are correct, complete and sufficient to be the basis of a bona fide Tender in every respect.</p> <p>Should any Tenderer not accept that the Documents issued can form the basis of a bona fide Tender, the Engineer shall be requested to correct the discrepancy, ambiguity, missing or illegible information, failing which the Tender submitted by the Tenderer shall be taken that the Tenderer accepts the adequacy of the Tender document.</p> <p>The submission of a bona fide Tender shall absolve the Engineer from any liability whatsoever for any error in a Tender due to the foregoing.</p>
	<b>F.1.4 Communication and Employer's agent</b>
F.1.4	<p>The Employer's buyer is:</p> <p><b><u>Tender Queries</u></b></p> <p>Name: Thobile Ngcobo Address: 310 Burger Street, Pietermaritzburg, 3201 Tel: 033 341 1217 E-mail: <a href="mailto:Thobile.Ngcobo@umgeni.co.za">Thobile.Ngcobo@umgeni.co.za</a></p>
	<b>F.2.1 Eligibility</b>
F.2.1	<p>Umgeni Water Services will only consider submissions from tenderers who satisfy the following criteria:</p> <ul style="list-style-type: none"> <li>a) The tenderer has completed the Bidders Disclosure Form (T2.2.2)</li> <li>b) The tenderer needs to be registered as CIBD 4GB grading or higher.</li> </ul>
	<b>F.2.7 Clarification Meeting</b>
F.2.7	<p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p>

	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.
	<b>F.2.12 Alternative Tender offers</b>
F.2.12	No alternative Tender offers will be considered.
	<b>F.2.13 Submitting a Tender offer</b>
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of Tender offers are stated in T1.1 <b>Tender Notice and Invitation to Tender.</b></p> <p><b>Identification details</b> The identification details which must be stated in the Tender offer outer package are:  <b>Tender Number</b>  <b>Title of Tender</b>  <b>Closing Date</b>  <b>Closing Time</b>  <b>Tenderer's Name</b>  <b>Tenderer's Address</b></p> <p>Tenders issued in more than one volume must be returned in the same manner and bound separately as per the Tender volumes issued.</p> <p><i>The Tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderer's sole responsibility to ensure that Tenders are placed in the Tender box and only Tenders that have been placed in the Tender box before the stipulated closing date and time will be considered</i></p>
	<b>F2.13.6 Two Envelope tender Procedure</b>
F.2.13.6	A two-envelope system is not applicable.
	<b>F.2.15 Closing time</b>
F.2.15	The closing time for submission of Tender offers is as stated in <b>T.1.1 Tender Notice and Invitation to Tender.</b>
	<b>F.2.16 Tender offer validity</b>
F.2.16.1	The Tender offer validity period is 120 <b>calendar days</b> from the closing date.
	<b>F.2.19 Inspections, tests and analysis</b>
F.2.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <ul style="list-style-type: none"> <li>• Site measurements and confirmation of space requirements.</li> <li>• Prior approval for access to site must be granted – request for access must be made via UWS Project Manager.</li> </ul>
	<b>F.2.20 Submit securities, bonds, policies, etc.</b>
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved financial institution registered with the Financial Services Board undertaking to provide the insurances to the format included in Part T2.2 of this procurement document.

	<b>F.2.23 Certificates</b>															
F.2.23	The Tenderer is required to submit with his Tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Company Registration Certificate 5) Valid CIDB registration certificate 6) Registration certificates with any other relevant Professional Bodies (if applicable) 7) Valid original or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME.															
	<b>F.3.4 Opening of Tender submissions</b>															
F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.															
	<b>F3.8 Test for responsiveness</b>															
F.3.8	The minimum qualifying Functionality Evaluation Score shall be seventy (70) points															
	<b>F.3.11 Evaluation of Tender offers</b>															
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference) will be in accordance with F.3.11.3															
F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p> <table><tr><th colspan="2">Returnable Schedule</th><th>Weighting %</th></tr><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>25</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>25</td></tr><tr><td>T2.2.15</td><td>Method Statement</td><td>25</td></tr><tr><td>T2.2.16</td><td>Preliminary Programme</td><td>25</td></tr></table> <p><b><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></b></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>	Returnable Schedule		Weighting %	T2.2.09	Tenderer's Experience	25	T2.2.10	Experience of Key Personnel	25	T2.2.15	Method Statement	25	T2.2.16	Preliminary Programme	25
Returnable Schedule		Weighting %														
T2.2.09	Tenderer's Experience	25														
T2.2.10	Experience of Key Personnel	25														
T2.2.15	Method Statement	25														
T2.2.16	Preliminary Programme	25														
	<b>F.3.17 Provide copies of the contracts</b>															
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).															
	<b>F3.18 Provide written reasons for actions taken</b>															
F3.19	<p>Persons aggrieved by decisions or actions taken by Umgeni Water Services, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Office of the Managing Director:</p>															





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APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE PARTITIONING FOR  
UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE, DURBAN

T1: TENDERING PROCEDURES

T1.7.

	<p>Attention: The Managing Director Email: <a href="mailto:peter.thompson@umgeni.co.za">peter.thompson@umgeni.co.za</a></p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>uMgeni-uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on uMgeni-uThukela Water's website <a href="https://www.umgeni.co.za/supplier-documentation/">https://www.umgeni.co.za/supplier-documentation/</a></p> <p><b>Umgeni Water Services Reserves the Right to Award the Contract In Whole or In Part.</b></p>
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## T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

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

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.3
T2.2.2 Bidders Disclosure		T2.10
T2.2.3 Preference Points claim in terms of the PPPFA Regulations 2022		T2.13
T2.2.4 Tax Compliance Status Letter Requirements		T2.18
T2.2.5 Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.19
T2.2.6 Contract Participation Goals (CPG) – Not applicable to this tender	N/A	T2.21
T2.2.7 Tenderer's Experience		T2.22
T2.2.8 Key Personnel Assigned to the Work		T2.25
T2.2.9 Experience of Key Personnel		T2.26
T2.2.10 Proposed Organization and Staffing Not applicable to this tender	N/A	T2.29
T2.2.11 Tenderer's Schedule of Plant and Equipment Not applicable to this tender	N/A	T2.30
T2.2.12 Quality Assurance and Environmental Management Not applicable to this tender	N/A	T2.32
T2.2.13 Method Statement		T2.33
T2.2.14 Preliminary Programme		T2.36
T2.2.15 Registration Certificate / Agreement / ID Document		T2.39
T2.2.16 Amendments, Qualifications and Alternatives		T2.40
T2.2.17 Record of Addenda to Tender Documents		T2.42
T2.2.18 VAT Registration Certificate		T2.43
T2.2.19 Schedule of Proposed Sub-Contractors		T2.44
T2.2.20 Proof of Purchase of Tender Document Not applicable to this tender	N/A	T2.45
T2.2.21 Goods and Services Sourced Internationally Not applicable to this tender	N/A	T2.46
T2.2.22 Letter of Good Standing in terms of COIDA Act		T2.49
T2.2.23 Tenderer's Financial Standing		T2.50
T2.2.24 Contractors Health and Safety Declaration		T2.51



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T2: RETURNABLE DOCUMENTS

T2.2.

T2.2.24 Pro forma OHS Notification Not applicable to this tender	<b>N/A</b>	T2.52
T2.2.25 Letter of Intent to provide Professional Indemnity and Public Liability		T2.54
T2.2.26 Letter of Intent for Performance Guarantee	<b>N/A</b>	T2.55
T2.2.27 Registration Certificates		T2.56
T2.2.28 Central Supplier Database (CSD) Report		T2.57



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T2: RETURNABLE DOCUMENTS

T2.3.

## **T2.2 RETURNABLE DOCUMENTS AND SCHEDULES**

### **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:** .....



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T2: RETURNABLE DOCUMENTS

T2.4.

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

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**



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T2: RETURNABLE DOCUMENTS

T2.5.

### C. PARTNERSHIP

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

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

We, the partners in the business trading as .....

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

.....	.....	.....
Signature	Signature	Signature

.....	.....	.....
Date	Date	Date



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T2: RETURNABLE DOCUMENTS

T2.6.

#### D. CLOSE CORPORATION

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

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

at

.....

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

.....

.....

#### SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. ....

2. ....



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T2: RETURNABLE DOCUMENTS

T2.7.

## E. CO-OPERATIVE

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

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

at .....

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

.....

### SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS .....

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: .....

WITNESSES: 1. ....

2. ....





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T2: RETURNABLE DOCUMENTS

T2.8.

## F. JOINT VENTURE

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs ....., Mr/Mrs .....

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

(Name of Joint Venture) .....

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

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

Signature ..... Date: .....

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

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

Signature ..... Date: .....

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

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

Signature ..... Date: .....

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

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

Signature ..... Date: .....



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T2: RETURNABLE DOCUMENTS

T2.9.

## G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on ..... 20 .....

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

(Name of Consortium) .....

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

Signature ..... Date: .....

## T2.2.2 BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.7 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.
- 3.8 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.

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



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T2.12.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**T2.2.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
AN ENTERPRISE AT LEAST 51 % OWNED BY BLACK PEOPLE	10
A SOUTH AFRICAN OWNED ENTERPRISE	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

##### 80/20

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>AN ENTERPRISE AT LEAST 51 % OWNED BY BLACK PEOPLE</b>	10	
<b>A SOUTH AFRICAN OWNED ENTERPRISE</b>	10	

- 4.3. Failure on the part of a tenderer to submit supporting documents as evidence listed in the table on page T1.1 will be interpreted to mean that preference points are not claimed.
- 4.4. The purchaser reserves the right to require of the 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.



---

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.5. Name of company/firm.....

4.6. Company registration number: .....

**TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.7. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.



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T2: RETURNABLE DOCUMENTS

T2.17.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS**

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

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



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T2.19.

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**T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)**

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



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T2.20.

**T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION SESSION / SITE MEETING:**

**APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN  
WESTVILLE, DURBAN**

**CERTIFICATE OF ATTENDANCE**

TENDER No. [ 2025/002(A) ]

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: .....



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T2: RETURNABLE DOCUMENTS

T2.21.

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**T2.2.6 CONTRACT PARTICIPATION GOALS –**

**NOT APPLICABLE TO THIS TENDER**

## T2.2.7 TENDERER'S EXPERIENCE

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

Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed on Page T2.23 and submit only projects relevant to the functionality score for assessment.

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

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

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Square Metres (m <sup>2</sup> ) of Office Partitioning	Client/Employer	Client reference Contact Details

Note to tenderer: Only information relating to similar projects is to be provided in the above table.  
Copies of reference letters/completion certificates are to be attached to the last page of this returnable.  
Information in the table without the certificates attached will not be considered.



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T2.23.

Scoring of the Tenderer's experience will be as follows: [ 25 ]

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience in construction of office partitioning, finishing, painting over 400 square metres (submit proof of previous experience in the form of a reference letter from a client listed on page T1.24 or a letter of award and or a copy of a purchase order).</p> <ul style="list-style-type: none"><li>• &lt;2 projects – 0 points</li><li>• 2 projects – 28 points</li><li>• 3 projects – 35 points,</li><li>• 5 projects - 50 points</li><li>• 10 points for each project more than 5 projects to the value of 100 points ]</li></ul>	<b>100</b>





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T2.24.

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**T2.2.7 TENDERER'S EXPERIENCE (Continued)**

**INSERT HERE**

**T2.2.8 KEY PERSONNEL ASSIGNED TO THE WORK**

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

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant

Tenderers are advised to check the functionality requirements listed for key personnel to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.7 are to be listed in the table below. Tenderers may list additional Key Personnel in the additional rows provided but these will not be scored for functionality.

**KEY PERSONNEL SCHEDULE**

No.	Proposed Function	Key Person Name
1.	Project Manager	
2.	Construction Foreman	
3.	Safety Officer	
4.		
5.		
6.		
7.		
8.		

## T2.2.8 EXPERIENCE OF KEY PERSONNEL [25]

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

### Key Person Positions

**A Project Manager**

**B Construction Foreman**

**C Safety Officer**

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

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

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

Each CV should be structured under the following headings:

- Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
- Qualifications
- Name of current employer and position in enterprise
- Overview last 10 years of experience (year, organization, position and projects)
- Outline of recent assignments / experience that has a bearing on the scope of work for this tender **and the scoring criteria below**. The outline shall include start and finish dates of the assignments

The scoring of the experience of key staff will be as follows: [ 25 ]

<p>The proposed Project Team CV's showing experience in projects of a similar nature. This must include details of the Project Manager and support team proposed for project and must demonstrate the overall capability of the team and internal support structures.</p> <p><b>Experience of Project Manager in Construction Projects</b></p> <ul style="list-style-type: none"> <li>• &lt;= 2 years – 0 points</li> <li>• 3 years – 15 points</li> <li>• 4 years – 25 points</li> <li>• &gt;= 5 years – 33 points</li> </ul> <p><b>Experience of Construction Foreman</b></p> <ul style="list-style-type: none"> <li>• &lt;= 2 years – 0 points</li> <li>• 3 years – 15 points</li> <li>• 4 years – 25 points</li> <li>• &gt;= 5 years – 34 points</li> </ul>	<p><b>100</b></p>
---	-------------------



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T2.27.

<b>Experience of Safety Officer</b>	
<ul style="list-style-type: none"><li>• &lt;= 2 years – 0 points</li><li>• 3 years – 15 points</li><li>• 4 years – 25 points</li><li>• &gt;= 5 years – 33 points</li></ul>	



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T2.28.

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**T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)**

**INSERT KEY PERSONNEL CVs HERE**



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T2: RETURNABLE DOCUMENTS

T2.29.

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#### **T2.2.9 PROPOSED ORGANIZATION AND STAFFING**

**NOT APPLICABLE TO THIS TENDER**

## T2.2.10 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT

### NOT APPLICABLE TO THIS TENDER

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.

- i 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)



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T2.31.

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

**NOT APPLICABLE TO THIS TENDER**





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T2.32.

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#### **T2.2.11 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT**

**NOT APPLICABLE TO THIS TENDER**

---

**T2.2.12 METHOD STATEMENT**

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

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer'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 and must cover the following areas

**1. Introduction, Project Overview, including its scope and objectives, Understanding of Objectives: Explain the Tenderer's understanding of the project's objectives, including the Employer's stated and implied requirements.**

**2. Scope of Work**

- **Detailed Scope:** Outline the specific tasks and activities that will be undertaken as part of the project, aligning with the provided scope of work.

**3. Key Issues and Considerations**

- **Critical Issues:** Identify and discuss key issues and challenges that may arise during the project.
- **Mitigation Strategies:** Propose strategies to address these issues effectively.

**4. Proposed Methodology**

- **Technical Approach:**
  - **Design and Planning:** Describe the design and planning process, including collaboration with stakeholders to finalize plans.
  - **Permits and Approvals:** Detail the process for obtaining necessary permits and approvals.
  - **Procurement:** Explain the approach to procuring materials and services, ensuring quality and timeliness.
  - **Construction Phases:** Outline the construction phases, including site preparation, partitioning framework installation, MEP (Mechanical, Electrical, Plumbing) works, and finishing.

**5. Quality Plan**

- **Quality Assurance:** Describe the processes and procedures to ensure quality throughout the project.
- **Inspections and Testing:** Detail the inspections and testing that will be conducted to maintain quality standards.
- **Documentation:** Explain the documentation process for quality control measures.

## 6. Risk Management

- **Risk Identification:** List potential risks associated with the project.
- **Risk Mitigation:** Provide strategies for mitigating identified risks, including contingency plans.
- **Monitoring and Reporting:** Describe how risks will be monitored and reported throughout the project lifecycle.

## 7. Value: Time Management

- **Value Addition:** Explain how the Tenderer will add value to the project, focusing on time management, cost-efficiency, innovation, and sustainability.
- **Optimization Strategies:** Discuss strategies for optimizing resources and improving project outcomes.

The scoring of the approach paper will be as follows: | 25 |

Technical approach and methodology	
<b>No submission (score 0)</b>	No Method Statement submitted
<b>Poor (score 40)</b>	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.
<b>Satisfactory (score 70)</b>	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.
<b>Good (score 90)</b>	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.
<b>Very good (score 100)</b>	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.



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T2: RETURNABLE DOCUMENTS

T2.35.

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**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 programme is to include the main / sub-components with associated key milestones and interdependencies. The table below may be used for this purpose but is insufficiently detailed to ensure a good functionality score. Alternatively, a separate programme may be attached. It is preferred that a separate programme, prepared using project scheduling software is attached.

**(Contractors must include key milestones such as )**

**Project Kickoff Meeting, Design Finalization, Permit and Approvals, Procurement of Materials, Partitioning Framework Installation, Electrical and Plumbing Rough-In, HVAC System Installation, Drywall Installation and Finishing, Painting and Finishing Work, Flooring Installation, Final Electrical and Plumbing, Final Inspections and Quality Checks, Client Walkthrough and Handover, Project Closeout and Documentation**

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: [ 25 ]

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



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T2.38.

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**T2.2.13 PRELIMINARY PROGRAMME (Continued)**

**INSERT HERE**



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T2: RETURNABLE DOCUMENTS

T2.39.

---

**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 Services 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.**



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T2.41.

- (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.....



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T2: RETURNABLE DOCUMENTS

T2.42.

## 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



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T2.43.

---

**T2.2.17 VAT REGISTRATION CERTIFICATE**

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



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T2.44.

## T2.2.18 SCHEDULE OF PROPOSED SUB-CONTRACTORS

***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-Contractors 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-Contractors 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-Contractor	Nature and extent of work	Previous experience with Sub-Contractor.

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

Name..... Position .....

Tenderer.....



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T2.45.

---

**T2.2.19 PROOF OF PURCHASE OF TENDER DOCUMENT**

**NOT APPLICABLE TO THIS TENDER**

---

**T2.2.20 GOODS AND SERVICES SOURCED INTERNATIONALLY****NOT APPLICABLE TO THIS TENDER****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 enterprise 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 Contractors 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.

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

1.2 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 Contractors.

1.3 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 (Contractors) 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 Contractors 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 (CONTRACTORS)**

- 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 Contractors 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 (Contractors) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- (a) Tender / contract number.
  - (b) Description of the goods, works or services.
  - (c) Date on which the contract was accepted.
  - (d) Name, address and contact details of the government institution.
  - (e) Value of the contract.
  - (f) Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- 1. the Contractor and the DTI will determine the NIP obligation;
  - 2. the Contractor and the DTI will sign the NIP obligation agreement;
  - 3. the Contractor will submit a performance guarantee to the DTI;
  - 4. the Contractor will submit a business concept for consideration and approval by the DTI;
  - 5. upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
  - 6. the Contractor will implement the business plans; and
  - 7. the Contractor 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 (Contractor) and, therefore, does not involve the purchasing institution.

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





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T2: RETURNABLE DOCUMENTS

T2.48.

**T2.2.20 GOODS AND SERVICES SOURCED INTERNATIONALLY** Continued.....

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

Description	Value	Base Date	Rate of Exchange

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



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T2.49.

---

**T2.2.21 LETTER OF GOOD STANDING IN TERMS OF COIDA ACT**

**(Compensation for Occupational Injuries and Diseases Act)**

**INSERT HERE**

**T2.2.22 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)

**T2.2.23 TENDERER'S HEALTH AND SAFETY DECLARATION**

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

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

**Declaration by Tenderer**

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

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



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T2.52.

## T2.2.24 PRO FORMA OHS NOTIFICATION

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

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

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

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

(b) Name of Contractor's contact person: .....

Telephone number: .....

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

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

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

Telephone number:.....

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

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

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

Telephone number: .....

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

.....

Telephone number: .....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).

.....

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

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

8. Nature of the construction work:

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

9. Expected commencement date: .....

10. Expected completion date:.....



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

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

SIGNED BY:

CONTRACTOR: ..... DATE: .....

PURCHASER: ..... DATE: .....



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T2.54.

---

**T2.2.25 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY**

**Requirements in respect of Public Liability and Professional Indemnity Insurance are stated in Contract Data Clause 5.4.1 of Volume 2 of the tender document.**

**INSERT HERE**



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T2.55.

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**T2.2.26 LETTER OF INTENT FOR PERFORMANCE GUARANTEE –**

**NOT APPLICABLE TO THIS TENDER**





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T2.56.

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#### **T2.2.27 REGISTRATION CERTIFICATES**

Insert required the CIBD registration Certificates here.



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T2.57.

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#### **T2.2.28 CENTRAL SUPPLIER DATABASE (CSD) REPORT**

**INSERT HERE**



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**APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE,  
DURBAN**

**VOLUME 2 – Agreements, Contract, Pricing and Scope**

**Issued by:**

Umgeni Water Services  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Thobile Ngcobo  
Telephone: 033 341 1217

**Name of Tenderer:** .....

**National Treasury CSD Number:** .....

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UMGENI WATER SERVICES  
CONTRACT NO. 2025/002(A)  
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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.**

APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
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CONTRACT NO. 2025/002(A)  
C1: AGREEMENTS AND CONTRACT DATA  
C1.2.

---

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**A: OFFER**

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

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value Added Tax is:**

R ..... (In words.....),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**FOR THE TENDERER:**

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

.....

**Name:** (of signatory in capitals)

.....

**Capacity:** (of Signatory)

.....

**Name of Tenderer:** (organization)

.....

**Address:**

.....

.....

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

**CIDB Registration Number of Tenderer:**

.....

APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE,  
DURBAN  
CONTRACT NO. 2025/002(A)  
C1: AGREEMENTS AND CONTRACT DATA  
C1.3.

---

**WITNESS:**

**Signature:**.....

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

**Date:** .....

APPOINTMENT OF A CONTRACTOR TO DESIGN, SUPPLY AND INSTALL OFFICE  
PARTITIONING FOR UMGENI WATER SERVICES (UWS) HEAD OFFICE IN WESTVILLE,  
DURBAN  
CONTRACT NO. 2025/002(A)  
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**B: ACCEPTANCE**

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

The terms of the contract are contained in

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

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

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

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

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

**FOR THE EMPLOYER:**

**Signature:** .....

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

**Capacity:** *(of signatory)* .....

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

**Address:** .....

.....

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

**WITNESS:**

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

**Date:** .....



C1.5.

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

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.

1. **Subject:** .....  
**Details:** .....

2. **Subject:** .....  
**Details:** .....

3. **Subject:** .....

**Details:** .....

4. **Subject:** .....

**Details:** .....

5. **Subject:** .....

**Details:** .....

**6. Subject:** .....

**Details:** .....

7. **Subject:** .....

**Details:** .....

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

**FOR THE TENDERER:**

Signature: .....  
Name: .....  
Capacity: .....  
Tenderer: *(Name and address of organization)* .....  
.....

**Witness:**

Signature: .....  
Name: .....  
Date: .....

**FOR THE EMPLOYER**

Signature: .....  
Name: .....  
Capacity: .....  
Employer: *(Name and address of organization)* .....  
.....

**Witness:**

Signature: .....  
Name: .....  
Date: .....

**D: CONFIRMATION OF RECEIPT**

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

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

at ..... (place)

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

## **C1.2 CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **GENERAL CONDITIONS OF CONTRACT**

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

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

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **1. GENERAL**

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

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

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

##### **SCC 4.4 Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

**SCC 5.3 Commencement of the Works**

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

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

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

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

**SCC 5.7 Progress of the Works**

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

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

**SCC 5.14 Completion**

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

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

**SCC 6.7 Measurement of the Works**

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

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

***Insert the following at the end of the paragraph:***

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

#### **SCC 6.9 Vesting of Plant and Materials**

##### **SCC 6.9.3 Identification of Plant and materials**

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

#### **"Storage of Plant**

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

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

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

#### **SCC 6.10 Payments**

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

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

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

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

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

**SCC 8.6      Insurances**

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

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

**SCC 10.1      Contractor’s claim**

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

***Add the following after the existing wording:***

“provided that:

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

**SCC 10.2      Dissatisfaction claim**

**SCC 10.2.3      Employer’s Agent’s ruling on dissatisfaction**

***Add the following after the existing wording:***

“provided that:

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

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C1.12.

## C1.2.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONTRACT SPECIFIC DATA

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

COMPULSORY DATA	
GCC Ref. Clause No.	
1.1.1.15	<b>Name of Employer: Umgeni Water Services</b>
1.2.1.2	<b>Address of Employer:</b>  <div style="display: flex; justify-content: space-between;"> <div> Physical: 310 Burger Street  Pietermaritzburg  3201  KwaZulu-Natal </div> <div> Postal: P O Box 9  Pietermaritzburg  3200  KwaZulu-Natal </div> </div> Telephone No: 031 268 7123   E-mail: <a href="mailto:Bavana.Maharaj@umgeni.co.za">Bavana.Maharaj@umgeni.co.za</a>
1.1.1.16	<b>Name of Employer's Agent:</b> Bavana Maharaj .....
1.2.1.2	Physical: 88 Dunkeld Road, Reservoir Hills, Durban, 4091   Postal: 88 Dunkeld Road, Reservoir Hills, Durban, 4091    Telephone No: 031 268 7123   E-mail: <a href="mailto:Bavana.Maharaj@umgeni.co.za">Bavana.Maharaj@umgeni.co.za</a>
1.1.1.13	<b>The Defects Liability Period</b> is 12 months.
1.1.1.26/ 6.7.1	<b>The Pricing Strategy</b> is Price list/schedule Contract - contractor is paid the price for each lump sum item in the Price List/Schedule that has been completed and, where quantity is stated in the Price List/Schedule, an amount calculated by multiplying the quantity which the contractor has completed by the rate.
5.3	<b>Commencement of Works</b>
5.3.1	The documentation required before commencing with the Works are: <ol style="list-style-type: none"> <li>1. Health and Safety Plan (Refer to Clause 4.3);</li> <li>2. Initial Programme (Refer to Clause 5.6);</li> <li>3. Security (Refer to Clause 6.2.1 below); - N/A</li> <li>4. Insurance (Refer Clause 8.6); and</li> <li>5. Information and documents required from the Contractor for a construction work permit (if applicable) issued in terms of Regulation 3 of the Construction Regulations, 2014 (Refer to SCC 4.5.2, SCC 4.5.3, SCC 4.5.4 and SCC 5.3.1 above).</li> </ol>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 (fourteen) days.



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5.5.1/ 1.1.1.14	<b>Time for Practical Completion</b> The time for achieving Practical Completion of the entire Works is <b>4 (four)</b> calendar months from the Commencement Date of the Contract.
5.6.1 & SCC 5.3.1	<b>Programme</b> The Contractor shall deliver his programme of works within <b>14 (fourteen)</b> days from the Commencement Date. <b>Note: Refer to Project Specifications regarding required format, etc.</b>
5.8.1 & 5.1.1.1	<b>Non-working times and special non-working days</b> The non-working days are Sundays.  The special non-working days are:  1. All public holidays as declared in terms of Section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994); and 2. The year-end break commencing with the close of business on the last working day prior to 16 December and ending with the start of business on the 1 <sup>st</sup> working day in January of the next year i.e. <b>15 December 2024 to 3 January 2025</b> .
5.13.1	<b>Penalty for Delay</b> The penalty for failing to complete the Works by the Due Completion Date shall be R4300.00. (inclusive of VAT) per day.
5.16.3	<b>Latent Defects Liability Period</b> The latent defects liability period is five (5) years.
6.2.1 & 6.2.2	<b>Security – N/A</b>
6.5	<b>Dayworks</b>
6.5.1.2.3	The percentage allowances to cover overhead charges for dayworks which has not been included in the Dayworks Schedule, are as follows: 50% of the gross remuneration of workmen and hourly paid foremen actually engaged in the dayworks; 15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment, for which dayworks rates have been quoted at tender stage.
6.10	<b>Payments</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.3	<b>Retention Money</b> The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price. <b>A guarantee in lieu of retention money is not permitted.</b>
8.6.1	<b>Insurances</b>
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Zero Rand) (inclusive of VAT).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1000,000.00 (One million Rand) (inclusive of VAT).
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R10 000 000 (Ten Million Rand) (inclusive of VAT).

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8.6.1.5	<p>The Contractor is required to provide the following insurances:</p> <p>1. Professional Indemnity Minimum Cover is: R5 000 000.00 (Five million Rand)</p> <p>Period of cover: For the period of performance</p> <p><i>The Contractor.</i> is responsible for the following additional covers as a minimum where applicable:</p> <ol style="list-style-type: none"> <li>1. Workmen's Compensation/C.O.I.D.</li> <li>2. Employer's Liability (to own employees)</li> <li>3. "Balance of Third Party" motor vehicle liability risks cover including Passenger Liability.</li> <li>4. Construction Plant and Equipment (including site accommodation)</li> <li>5. Off Site manufacturing risks</li> </ol>
8.6.2	Deductibles for which the Contractor is liable for payment are: (subjected to annual escalation(s) as per uMngeni-uThukela Water annual summary of insurance arrangements and claims procedure).
8.6.2.1	Contract Works Deductible – R25 000.00 (Twenty five thousand Rand) (exclusive of VAT) for each and every incident.
8.6.2.2	Public Liability Deductible – R 15 000.00 (Fifteen thousand Rand) (exclusive of VAT) for each and every incident.
8.6.2.3	SASRIA Deductible 0.1% ( % in words) of contract value minimum R 2500.00 ( Two thousand five hundred Rand) maximum R 25 000.00 (Twenty-five thousand Rand) (exclusive of VAT) for each and every incident.
10.5	<p><b>Adjudication</b> Dispute resolution shall be by Standing Adjudication Board.</p> <p>The Adjudication Board Rules in GCC 2015 shall apply.</p> <p>The Pro Forma Adjudication Board Member Agreement (GCC 2015 Appendix 5) shall be used for the appointment of members.</p>
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7.1	<p><b>Arbitration</b> If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.</p>
<b>OPTIONAL DATA</b>	
3.2.3	<p><b>Specific approval of the Employer required</b> The Employer's Agent shall obtain the <u>specific approval</u> of the Employer in writing before carrying out any of the following:</p> <ol style="list-style-type: none"> <li>(1) Any expenditure beyond the approved Contract Sum as defined in terms of Clause 1.1.1.11.</li> <li>(2) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3.</li> <li>(3) The reduction of a penalty for delay in terms of Clause 5.13.2.</li> <li>(4) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.</li> <li>(5) The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1.</li> <li>(6) Authorizing the Contractor to repair and make good in terms of Clause 8.2.2.2.</li> <li>(7) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1.</li> </ol>

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	<p>(8) Changes to the Specifications related to Equipment and Materials which may have an impact on the Operation &amp; Maintenance (O&amp;M) of the Works.</p> <p>The onus shall be on the Contractor to obtain confirmation of the Employer's specific approval in respect of the above.</p> <p>Any instruction by the Employer's Agent that is given without the Employer's specific approval shall have no force or effect, and the Contractor shall have no claim against the Employer under such circumstances.</p>
5.4	<b>Access to the Site</b>
5.4.2 and C4.2	The access to and possession of the Site shall be exclusive to the Contractor. There will be no occupation of the Site by UWS staff. Access key to be granted to the Contractor by UWS. The Contractor will grant access to sub-contractors as required.
6.8	<b>Adjustment in rates and/prices</b>
6.8.2	Contract Price Adjustment will not be applicable.
6.8.3	<b>Variation of cost of special materials</b> Price adjustments for variations in the cost of special materials is not allowed.
6.9.1.2	<b>Vesting of Materials – N/A</b>

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**PART 2: DATA PROVIDED BY THE CONTRACTOR**

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

GCC REF. CLAUSE No	
1.1.1.9	<b>Name of Contractor:</b> .....
1.2.1.2	<b>Address of Contractor:</b>  Physical: ..... Postal: ..... ..... .....  Telephone No: ..... Fax No: ..... E-mail: .....

### C1.3 FORM OF GUARANTEE

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

#### **PRO FORMA FORM OF PERFORMANCE GUARANTEE - DEMAND GUARANTEE**

Name of Project: .....

Contract Number & Title: .....

Name and address of Beneficiary:

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

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

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

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

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

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

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

Signed at ..... on this ..... day of ..... 20 .....

Guarantors' names and signatures: .....

Witnesses' names and signatures: .....

**C1.4**

**ADJUDICATION BOARD MEMBER AGREEMENT**

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

**PRO FORMA**  
**ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

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

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

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

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

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

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

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

7.1 A monthly retainer of (*amount*) for (*number*) of months, and/or

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- 7.2 A daily fee of (*amount*) based on a (*number*) hour day, and/or  
7.3 An hourly fee of (*amount*), and/or  
7.4 A non-recurrent appointment fee of (*amount*) which shall be accounted for in the  
final sums payable.

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

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

This Agreement is entered into by:

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

Name:..... Name:..... Name:.....

Place: ..... Place:..... Place:.....

Date:..... Date:..... Date:.....

who warrants that he/ she is duly authorized to sign for and on behalf of the <b>Contractor</b>	who warrants that he/ she is duly authorized to sign for and on behalf of the <b>Employer</b>	the <b>Adjudication Board Member</b>
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**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT No 85 OF 1993**

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

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

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

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

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for the construction, completion and maintenance of the works;

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

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the  
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in  
terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and  
prohibitions imposed in terms of the ACT and Regulations: Provided that should the  
EMPLOYER have prescribed certain arrangements and procedures that same shall be  
observed and adhered to by the CONTRACTOR, his officials and employees. The  
CONTRACTOR shall bear the onus of acquainting himself / herself / itself with such  
arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant  
duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and



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Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

Signature:

Name ..... and

Surname:

Capacity:

**Witness:**

1. ....

2. ....

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

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

Signature:

Name ..... and

Surname:

Capacity:

**Witness:**

1. ....

2. ....

## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

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

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

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

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

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

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

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

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

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

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

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

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the

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drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

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

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

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

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

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

## **5. PROVISIONAL SUMS**

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

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

## **6. CORRECTION OF ENTRIES**

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

## **7. ARITHMETICAL ERRORS**

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

## 8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

## 9. CONTINGENCY

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

## 10. ASSET CODES

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

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

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

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

## 11. UNITS OF MEASUREMENT

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

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

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**C2.2 SCHEDULE OF ACTIVITIES / BILL OF QUANTITIES**

**Note to Tenderer: P&G shall cover time related and fixed costs.**

<i>Item No</i>	<i>Activity</i>	<i>Description</i>		<i>Cost</i>	<i>Total</i>
<b>1</b>	<b><i>Preliminary and General - Fixed Charges - No Allowance is made for time based charges</i></b>	<b><i>Preliminary and General Section. The Contractor's charges for completing an item scheduled in the preliminary and general section of the schedule shall be interpreted to be his rate or price to cover his direct costs plus overheads and to include his profit and all costs and expenses that he requires for the item specified and for all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.</i></b>			
<b>2</b>	<b><i>Contractual Requirements</i></b>	<b><i>The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB.</i></b>			
<b>3</b>	<b><i>Interior Design</i></b>				
<b>3.1</b>	<b><i>Initial Consultation and Assessment</i></b>	<b><i>Understanding space, functions, and UWS requirements</i></b>			
<b>3.2</b>	<b><i>Design Development</i></b>	<b><i>Plans, drawings, mood boards</i></b>			

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<b>Item No</b>	<b>Activity</b>	<b>Description</b>		<b>Cost</b>	<b>Total</b>
<b>3.3</b>	<b>Material and Product Specifications</b>	<b>Detailed specifications</b>			
<b>3.4</b>	<b>Project Coordination Meetings</b>	<b>Coordination with contractors and sub-contractors</b>			
<b>3.5</b>	<b>Regulatory Compliance Check</b>	<b>Ensuring compliance with standards and regulations</b>			
<b>3.6</b>	<b>Final Design Approval</b>	<b>Approval of final design plans</b>			
<b>4</b>	<b>Dry Walling</b>				
<b>4.1</b>	<b>Site Preparation and Layout Marking</b>	<b>Preparation and marking of layout</b>			
<b>4.2</b>	<b>Installation of 1.8m High Partitions</b>	<b>Installation of standard height partitions</b>			
<b>4.3</b>	<b>Installation of Ceiling-High Partitions</b>	<b>Installation of partitions up to ceiling height</b>			
<b>4.4</b>	<b>Installation of Fire-Resistant Plasterboard</b>	<b>Fire-resistant partitions</b>			
<b>4.5</b>	<b>Installation of Moisture-Resistant Plasterboard</b>	<b>Moisture-resistant partitions</b>			

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<b>Item No</b>	<b>Activity</b>	<b>Description</b>		<b>Cost</b>	<b>Total</b>
<b>4.6</b>	<b>Installation of High-Impact Plasterboard</b>	<b>High-impact partitions</b>			
<b>4.7</b>	<b>Sound-Proofing for Boardrooms</b>	<b>Thicker partitions for sound-proofing</b>			
<b>4.8</b>	<b>Quality Inspection and Compliance Check</b>	<b>Inspection and compliance check</b>			
<b>5</b>	<b>Electrical Work</b>				
<b>5.1</b>	<b>Installation of Electrical Conduits</b>	<b>Installation of conduits for electrical wiring</b>			
<b>5.2</b>	<b>Installation of Electrical Plug Points</b>	<b>Installation of plug points</b>			
<b>5.3</b>	<b>Installation of Network Points</b>	<b>Installation of network points</b>			
<b>5.4</b>	<b>Installation of Power Poles</b>	<b>Installation of power poles</b>			
<b>5.5</b>	<b>Installation of Red (UPS) and White Power Plugs</b>	<b>Installation of UPS and regular power plugs</b>			
<b>5.6</b>	<b>Final Electrical Compliance Check</b>	<b>Final inspection for electrical compliance</b>			
<b>6</b>	<b>Server Room Fire Prevention/Detection</b>				
<b>6.1</b>	<b>Installation of Back-Up Air Conditioner</b>	<b>Installation of air conditioner in server room</b>			
<b>6.2</b>	<b>Electrical Sub-Contractor Work on DB Board</b>	<b>Addressing DB board in server room</b>			
<b>6.3</b>	<b>Issuance of Compliance Certificate</b>	<b>Issuance of compliance certificate for server room</b>			
<b>7</b>	<b>Doors and Windows</b>				
<b>7.1</b>	<b>Installation of Aluminium Shopfronts</b>	<b>Installation of aluminium shopfronts</b>			
<b>7.2</b>	<b>Installation of Aluminium Doors</b>	<b>Installation of aluminium doors</b>			

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<b>Item No</b>	<b>Activity</b>	<b>Description</b>		<b>Cost</b>	<b>Total</b>
<b>7.3</b>	<b>Installation of Aluminium Windows</b>	<b>Installation of aluminium windows</b>			
<b>7.4</b>	<b>Compliance Check for Safety Glazing</b>	<b>Safety glazing compliance check</b>			
<b>8</b>	<b>Ceilings and Lighting</b>				
<b>8.1</b>	<b>Ceiling Modification/Installation</b>	<b>Modification or installation of ceilings</b>			
<b>8.2</b>	<b>Installation of Lighting Fixtures</b>	<b>Installation of lighting fixtures</b>			
<b>8.3</b>	<b>Placement and Specification Compliance Check</b>	<b>Compliance check for lighting placement and specifications</b>			
<b>9</b>	<b>HVAC</b>				
<b>9.1</b>	<b>Repositioning of Air Conditioner Diffusers</b>	<b>Repositioning diffusers in line with new layout</b>			
<b>9.2</b>	<b>System Testing and Balancing</b>	<b>Testing and balancing the HVAC system</b>			
<b>10</b>	<b>Flooring</b>				
<b>10.1</b>	<b>Removal of Existing Carpeting</b>	<b>Removal of old carpeting</b>			
<b>10.2</b>	<b>Installation of New Carpeting</b>	<b>Installation of new carpet</b>			
<b>10.3</b>	<b>Repair and Tiling of Reception Area</b>	<b>Tiling reception area</b>			
<b>10.4</b>	<b>Compliance Check for Flooring Materials</b>	<b>Flooring material compliance check</b>			
<b>11</b>	<b>Reception Area</b>				
<b>11.1</b>	<b>Design Consultation for Reception Area</b>	<b>Consultation for reception design</b>			
<b>11.2</b>	<b>Installation of Breathalyser Station</b>	<b>Installation of breathalyser station</b>			
<b>11.3</b>	<b>Installation of Wall Mural and UWS Logo</b>	<b>Installation of mural and logo</b>			
<b>12</b>	<b>Painting and Finishing</b>				
<b>12.1</b>	<b>Preparation of Walls and Partitions</b>	<b>Preparation for painting</b>			
<b>12.2</b>	<b>Application of Paint and Finishes</b>	<b>Painting walls and partitions</b>			
<b>12.3</b>	<b>Quality Inspection and Compliance Check</b>	<b>Inspection and compliance check</b>			
<b>13</b>	<b>Filing Areas</b>				
<b>13,1</b>	<b>Design and Installation of Filing Spaces</b>	<b>Design and installation of filing areas</b>			



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<b>Item No</b>	<b>Activity</b>	<b>Description</b>		<b>Cost</b>	<b>Total</b>
<b>14</b>	<b>Office Safe</b>				
<b>14.1</b>	<b>Provision and Installation of Walk-In Safe</b>	<b>Installation of a walk-in safe</b>			
<b>15</b>	<b>Health and Safety</b>				
<b>14.1</b>	<b>Implementation of Safety Protocols</b>	<b>Safety measures and protocols</b>			
<b>15.2</b>	<b>Regular Safety Inspections</b>	<b>Regular inspections for safety compliance</b>			
<b>16</b>	<b>Reporting and Documentation</b>				
<b>16.1</b>	<b>Regular Progress Reporting</b>	<b>Providing regular updates on project progress</b>			
<b>16.2</b>	<b>Submission of Compliance Certificates</b>	<b>Submission of necessary compliance certificates</b>			
<b>16.3</b>	<b>Final Project Documentation</b>	<b>Submission of final project documentation</b>			
<b>17</b>	<b>Project Management</b>				
<b>17.1</b>	<b>Coordination of Work Phases</b>	<b>Coordination with all contractors and sub-contractors</b>			
<b>17.2</b>	<b>Communication with Main Contractor</b>	<b>Ensuring effective communication with main contractor and project stakeholders</b>			
<b>18</b>	<b>Fire Protection</b>				
	<b>Total Cost (ZAR)</b>				

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SUMMARY OF SCHEDULE OF ACTIVITIES

Item No	Activity	Description	No	Cost	Total
1	<b>Preliminary and General - Fixed Charges - No Allowance is made for time based charges</b>	Preliminary and General Section. The Contractor's charges for completing an item scheduled in the preliminary and general section of the schedule shall be interpreted to be his rate or price to cover his direct costs plus overheads and to include his profit and all costs and expenses that he requires for the item specified and for all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.			
2	<b>Contractual Requirements</b>	The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB.			
3	<b>Interior Design</b>				
4	<b>Dry Walling</b>				
5	<b>Electrical Work</b>				
6	<b>Server Room Fire Prevention/Detection</b>				
7	<b>Doors and Windows</b>				
8	<b>Ceilings and Lighting</b>				
9	<b>HVAC</b>				
10	<b>Flooring</b>				
11	<b>Reception Area</b>				
12	<b>Painting and Finishing</b>				

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13	Filing Areas				
14	Office Safe				
15	Health and Safety				
16	Reporting and Documentation				
17	Project Management				
18	Fire Protection				
	Provisional Sum Design				100000
	A: SUBTOTAL				
	B SUBTOTAL OF SPECIAL MATERIALS AS PER THE SCHEDULE				N/A
	CSUBTOTAL (Subtotal A less value of special materials) to calculate %CPG				N/A
	D CONTINGENCIES Add 20% of Subtotal A				
	E SUBTOTAL (A + D)				
	F CONTRACT PRICE ADJUSTMENT <i>(The provisional sum provided here may be employed only as necessary in terms of the Contract Price Adjustment Schedule)</i>				N/A
	G SUBTOTAL (E+ F)				
	H VALUE ADDED TAX Add 14 % of Subtotal G				
	TOTAL (G+H) CARRIED TO FORM, C1.1, FORM OF OFFER				
	Total Cost (ZAR)				

SIGNED ON BEHALF OF TENDERER: .....

**INSTRUCTIONS FOR PRICING SCHEDULE:**

- Suppliers should provide unit rates and total costs for each item listed.
- Any additional costs should be itemized and justified.
- The final submission should include all applicable taxes and contingencies.

2. Assumptions

2.1 P&G's at 20% Preliminary and General to include allowance for all health and safety requirements as per Occupational Health and Safety Act 85 of 1993

2.2 Contingencies at 20%

3. Exclusions

3.1 Furniture

3.2 Telecommunication and ICT

SIGNED ON BEHALF OF TENDERER: .....

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C3: SCOPE OF WORK

C3.1

## C3 SCOPE OF WORK

### C3.1 SCOPE OF WORK & SPECIFICATIONS

#### 1. Employer's objectives

UWS has leased new offices at No. 6, The Boulevard, Westway Office Park, Westville, Durban. The total office space is approximately 1200 square metres (m<sup>2</sup>) and will be used for office space for management which will include a Server Room, Kitchen, Board Room, Open Plan offices and filing/storage areas. The employer's objective is to create a functional and aesthetically pleasing office environment that meets the organizational needs.

#### 2. Description of the services

The purpose of this bid is to invite proposals from suitable, qualified, experienced, and reputable contractors for office refurbishment, inclusive of interior design and partitioning, at the UWS Head Office in Westville, Durban.

#### 3. Extent of the services

The successful bidder must partition the existing open area into multiple office spaces with partitions, electrical installations, doors, windows, and finishing work as per the provided layout and specifications.

#### 4. Site location

No. 6 The Boulevard, Westway Office Park, Westville, Durban.

**Areas included:** Entire office floor as per the attached proposed layout drawing (Annexure 3).

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

The bidder will be the main contractor working with sub-contractors for interior design, electrical works, mechanical works and fire protection. Please note table below indicating sub-contractors for completion of fit-out works (electrical / mechanical / fire protection / interior design) to work in conjunction with the appointed main contractor.

Supplier No.	Supplier Name	Contact Details
1	BND Electrical	Bobby Singh <a href="mailto:bobby@bndelectrical.co.za">bobby@bndelectrical.co.za</a> 083 573 8626
2	BDO Group	Clive Donnerly <a href="mailto:clive@bdogroup.co.za">clive@bdogroup.co.za</a> 083 284 8519
3	Africa Fire	Peter Askew <a href="mailto:peter@africafire.net">peter@africafire.net</a> / <a href="mailto:projects@africafire.net">projects@africafire.net</a> 071 862 9216
4	Opus Design Studio	Cindy Shaw <a href="mailto:cindy@opusdesign.co.za">cindy@opusdesign.co.za</a> 082 509 3584 / 031 265 2991

#### 6. Brief

**Interior Design:**

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- The contractor must use the services of an interior designer and the contractor's price will be based on the interior designer's proposals and specifications. A proposed scope of work for the interior designer is included in Annexure 4.

**Dry Walling:**

- Installation of drywall partitions, including 1.8 m high partitions and ceiling-high partitions, as indicated in the layout (Annexure 2).
- Details include standard, fire-resistant, moisture-resistant, and high-impact plasterboard where necessary.
- Sound-proofing (thicker partitioning) required for specific spaces e.g. Boardroom.

Refer to specifications as per Annexures 2 and 3.

**Electrical Work:**

- Installation of electrical plug points, network points, and power poles.
- Compliance with existing electrical conduits along the external walls and new internal routing as per the layout. Skirtings (for cabling) along sliding doors to be drilled onto the floor slightly away from the door rails (50mm high skirting).
- Every plug point requires a network point, fed by vertical 25 mm PVC terminated on dry wall with 4 x 4 box (routed inside double partition).
- Include 2 PVC conduits dropped down for every office – 3 separate feeds on full wall sides.
- Include red (UPS) and white power plugs for each point.
- Specifications for outlets, wiring, and safety as per SANS standards.
- Installation of UPS.

**Server Room Fire Prevention/Detection:**

- Back-up airconditioner required in server room.
- Electrical sub-contractor to address DB Board in Server Room and to issue compliance certificate.

**Doors and Windows:**

- Installation of aluminium shopfronts, doors, and windows as per Annexure 2 and Annexure 3.
- Specifications for types, sizes, and finishes of doors and windows, including safety glazing requirements as per Annexure 2.

**Ceilings and Lighting:**

- Installation or modification of ceilings as indicated in the layout.
- Installation of lighting fixtures in all designated areas, with specifications for types and placement as per the office design requirements.

**HVAC:**

- Reposition diffusers for air conditioners in ceiling to align with new office layout.

**Flooring:**

- Installation of new flooring or modification of existing flooring as needed – replace existing carpet in office floor area.
- Repair floor and tile Reception Area (Grade A tiles).
- Specifications for materials such as carpet or tiles based on the office design and UW Specifications for Offices (Annexure 3).

**Reception Area:**

- Includes visitors waiting area and breathalyser station.
- Contractor to use the services of an interior designer to assist with graphics and colour coordination in reception area – façade around reception area will need a wall mural to cover slatted timber wall, mounted UWS logo (Annexure 5).

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**Painting and Finishing:**

- Painting of walls and partitions as per Annexure 3.
- Application of specified colours, finishes, and types of paint as per Annexure 3.

**Quality Standards:**

- Compliance with SANS standards and any other relevant building codes.
- Quality control measures to ensure all work meets specified standards.

**Filing Rooms:**

- Filing rooms must be provided as per office plan layout.

**Printing Stations:**

- Printing stations must be provided as per office plan layout.

**Office Safe:**

- Provision for walk-in safe (6 - 9 m<sup>2</sup>).

**Tender Box:**

- Installation of a tender box that must be secured in place with a lockable door and pigeonhole with open/close function. The pigeonhole must be able to easily fit the width and height of an A4 box file. The tender box must be accessible after working hours.

**Health and Safety:**

- Adherence to safety protocols and regulations to ensure a safe working environment.
- Responsibilities of the contractors to implement safety measures.

**Reporting and Documentation:**

- Regular progress reports and documentation of work completed.
- Submission of compliance certificates and other required documentation upon project completion.

**Project Management:**

- Coordination of all work phases and communication with the project manager from main contractor as well as sub-contractors.

**7. Reference data**

- Detailed Office Plan Layout (*see Annexures*)
- UWS Logo (*see Annexures*)
- Proposed Scope of Work for Interior Designer (*see Annexures*)
- Umgeni Water Insurance Summary and Claims Procedure (*see Annexures*)
- All work to comply with SANS Specifications and National Building Regulations.
- The glass should be safety glass that complies with Part 1 of SANS 1263.
- All glazing to comply with SANS 10137, SANS 10400. Acoustic certification must be supplied with the doors.
- Fittings to comply with SANS 60598-2-1 and bear the SANS mark.
- An IP20 rating is required.
- Construction materials must be SABS approved.

**8. Applicable national and international standards**

Occupational Health and Safety Act 85 of 1993 (OSHA).

**9. Particular/Generic specifications (*see Annexures*)**

- General Specification for Drywall Partitions Final Third Edition 2020.
- Umgeni Interior Design Manual Pages for Walls Doors Windows.

**10. Method Statement / Concept Design**

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- The bidder must provide a method statement that responds to the scope of work and must outline the proposed approach or methodology, clearly showing integration of all activities for building, electrical, mechanical and fire protection.
- The bidder must provide an explanation of understanding of the objectives of the assignment and the employer'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.

**Bidders to please note:**

- A compulsory briefing meeting will be held on the 21<sup>ST</sup> of August 2024 at 10am with service providers. Notice will be sent to service providers.
- Presentation of concept design of office to be done virtually with service providers that have met the requirements for the functionality process.

**11. Project duration / contract term**

The contract term will be four (4) months. The bidder must provide a preliminary programme reflecting the proposed sequence and timeline of execution of the main work components. The programme shall be in accordance with the information supplied in the scope of work and specifications. The programme is to include the main / sub-components with associated key milestones and interdependencies.

Please note: Telecommunications/ICT requirements will not be part of the scope for the appointed contractor. However, appointed contractor will have to liaise with UWS contractors for telecommunications and ICT requirements in order to ensure integration of their activities into the project timeline.

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

The work is to be carried out at the Umgeni Water Services Office at the Westway Office Park, Westville, Durban. Tenderers are to take note that the works will be carried out in a non-operational environment and all precaution and care must be taken when carrying out the works in such a way that the health and safety of the partitioning workers is not compromised. Work that generates noise must be completed at night.

Access key will be granted to the main contractor by UWS. Main contractor to provide access for sub-contractors when required.

**13. List of Key Deliverables**

The successful bidder will be responsible for the provision of the following key deliverables (at minimum) related to the project:

- Detailed plan including design specifications, materials to be used, timeline, and costs.
- Detailed Bill of Quantities.
- Permits and approvals: Necessary permits and approvals from local authorities or building management.
- Design and layout plans: Detailed drawings and layout plans for the office space as per scope of work.



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- Materials and equipment: List of materials and equipment to be used.
  - Work schedule / Project Plan: Timeline indicating key milestones and completion dates, ensuring integration of all work to be carried by main contractor and sub-contractor.
  - Quality control plan: Procedures to ensure the quality of work meets specified standards.
  - Health and safety plan: Measures to ensure the safety of workers and occupants during construction.
  - Progress reports: Weekly updates on the status of the project and % completion as per project plan.
  - Final inspection and approval: Walkthrough and inspection of the completed work to ensure it meets specifications.
  - Post-completion support: Warranty and maintenance services for a specified period after completion.
  - Final project documentation: Final shop drawings, permits, certificates, warranties and maintenance manuals.

**15. Professional 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.

**16. Payment certificates**

Payment certificates will be issued upon receipt of invoices from supplier and successful completion of deliverables.

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C4: SITE INFORMATION

C4.1

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**C4 SITE INFORMATION**

**C4.1 DESCRIPTION OF AND ACCESS TO THE SITE**

1. The work is to be carried out at the Umgeni Water Services Office – No. 6, The Boulevard, Westway Office Park, Westville, Durban.
2. Tenderers are to take note that the works will be carried out in an non-operational environment and all precaution and care must be taken when carrying out the works in such a way that the health and safety of the partitioning workers is not compromised.
3. Work that generates noise must be completed at night.
4. Access key will be granted to the main contractor by UWS. Main contractor to provide access for sub-contractors when required.

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**PART C5: ANNEXURES**

- C5.1 Annexure 1: Insurance Summary and Claims Procedure
- C5.2 Annexure 2: General Specification for Drywall Partitions Final Third Edition 2020
- C5.3 Annexure 3: Umgeni Interior Design Manual Pages for Walls Doors Windows
- C5.4 Annexure 4: Proposed Scope of Work for Interior Designer
- C5.5 Annexure 5: UWS Logo
- C5.6 Annexure 6: Detailed Office Plan Layout

**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.