



TENDER NO: 2021/073(b)

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO AUTOMATED
ESCHERICHIA COLI AND TOTAL COLIFORMS DETECTION AND ENUMERATION SYSTEMS
AND TRAINING OF PERSONNEL**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zakhele Cele
Telephone : 033 341 1313

FOR INFORMATION ONLY

Name of Tenderer: _____

National Treasury CSD Number: _____

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

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Tender Number: 2021/073(b)

Tender Title: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO AUTOMATED ESCHERICHIA COLI AND TOTAL COLIFORMS DETECTION AND ENUMERATION SYSTEMS AND TRAINING OF PERSONNEL

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

Competent and experienced service providers are invited to tender for the following:

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO AUTOMATED ESCHERICHIA COLI AND TOTAL COLIFORMS DETECTION AND ENUMERATION SYSTEMS AND TRAINING OF PERSONNEL

Evaluation method:

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

- Functionality shall be assessed. A minimum functionality score of 70 points is required for the tender to be considered further.
- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

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Instructions for accessing and for the submission of tender documents

Tender Submission

The physical address for and the submission of Tenders is:

Umgeni Water, 310 Burger Street, Pietermaritzburg.

How to Access Tender documents

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to zakhele.cele@umgeni.co.za. Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 11 July 2022 to 22 July 2022

A non-refundable tender fee of R 200 payable by Electronic Fund Transfer is required before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: TENDER NO. 2021/073(b)

**NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.
2 TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO [Zakhele Cele]
AT zakhele.cele@umgeni.co.za**

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

Queries relating to the issue of these documents shall be addressed to: Zakhele Cele, Tel No.: 033 341 1313, e-mail: Zakhele.cele@umgeni.co.za

The closing time for submission of tenders is **12h00** on 11 August 2022.

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

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

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

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

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

For any other tender adverts, please visit this website.

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

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

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

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

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

F.3.8 Test for responsiveness

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

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

F3.11.3 Method 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.

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

F.1.4 Communication and Employer's agent	
F.1.4	The Employer's agent is : <u>Tender Queries</u> Name: Zakhele Cele Address: 310 Burger Street, Pietermaritzburg Tel: 033 341 1313 E-mail: Zakhele.cele@umgeni.co.za
F.2.1 Eligibility	
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) The tenderer completed the Bidders Disclosure Form (T2.2.2)
F.2.7 Clarification meeting	
F.2.7	no clarification meeting.
F.2.12 Alternative tender offers	
F.2.12	No alternative tender offers shall be considered.
F.2.13 Submitting a tender offer	
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued. The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.
F.2.13.6	A two-envelope system is not applicable

	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender .
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 days from the closing date.
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his tender: 1) A Tax Compliance Status (TCS) letter (with pin) issued by the South African Revenue Services. 2) A valid affidavit or a certified copy B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of the COID Act 5) A valid original or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 6) Company Registration Certificate.
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 (seventy) points

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	F.3.11 Evaluation of tender offers												
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)												
F.3.11.3	The following preference point systems are applicable to all Tenders:												
(4c)	1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and												
(5c)	2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received.												
F.3.11.7	Scoring Price												
F.3.11.9	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: <table><tr><th colspan="2">Returnable Schedule</th><th>Weighting %</th></tr><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>50</td></tr><tr><td>T2.2.11</td><td>Experience of Key Personnel</td><td>10</td></tr><tr><td>T2.2.14</td><td>Quality Assurance and Environmental Management</td><td>40</td></tr></table> <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> FOR INFORMATION ONLY 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.	Returnable Schedule		Weighting %	T2.2.09	Tenderer's Experience	50	T2.2.11	Experience of Key Personnel	10	T2.2.14	Quality Assurance and Environmental Management	40
Returnable Schedule		Weighting %											
T2.2.09	Tenderer's Experience	50											
T2.2.11	Experience of Key Personnel	10											
T2.2.14	Quality Assurance and Environmental Management	40											
	F.3.17 Provide copies of the contracts												
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.												

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

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

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.3
T2.2.2 Bidders Disclosure		T2.10
T2.2.3 Tax Compliance Status Letter Requirements		T2.13
T2.2.4 Proof of Attendance at the Compulsory Clarification/Site Meeting	N/A	T2.15
T2.2.5 Contract Participation Goals (CPG)	N/A	T2.16
T2.2.6 Tenderer's Experience		T2.19
T2.2.7 Key Personnel Assigned to the Work		T2.22
T2.2.8 Experience of Key Personnel		T2.23
T2.2.9 Proposed Organization and Staffing	N/A	T2.26
T2.2.10 Tenderer's Schedule of Plant and Equipment	N/A	T2.28
T2.2.11 Quality Assurance and Environmental Management		T2.30
T2.2.12 Method Statement	N/A	T2.32
T2.2.13 Preliminary Programme	N/A	T2.34
T2.2.14 Registration Certificate / Agreement / ID Document		T2.36
T2.2.15 Amendments, Qualifications and Alternatives		T2.37
T2.2.16 Record of Addenda to Tender Documents		T2.39
T2.2.17 VAT Registration Certificate		T2.40
T2.2.18 Schedule of Proposed Sub-Supplier		T2.41
T2.2.19 Proof of Purchase of Tender Document		T2.42
T2.2.20 Goods and Services Sourced Internationally		T2.43
T2.2.21 Letter of Good Standing in terms of COIDA Act		T2.45
T2.2.22 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.46]
T2.2.23 Tenderer's Financial Standing		T2.53
T2.2.24 Suppliers Health and Safety Declaration		T2.54
T2.2.25 Pro forma OHS Notification		T2.55

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

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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:

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SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

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C. PARTNERSHIP

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

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

We, the partners in the business trading as

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

.....		
Signature	Signature	Signature

FOR INFORMATION ONLY

.....		
Date	Date	Date

D. CLOSE CORPORATION

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

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

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

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SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

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F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs , Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

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T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

..... Signature	 Date
..... Position	 Name of bidder

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T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

FOR INFORMATION ONLY

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

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

FOR INFORMATION ONLY

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

CERTIFICATE OF ATTENDANCE

TENDER No. | |

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: **FOR INFORMATION ONLY**

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS - (NOT APPLICABLE)

Objective

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

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

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

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

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

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

Applicability

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

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

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

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

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

Eligibility Criteria

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

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMGENI WATER

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

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

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umgeni Water and the Bidder); and Umgeni Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

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.

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

[illegible]

Scoring of the Tenderer's experience will be as follows: 50

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in supplying, installing and maintaining an Automated <i>E. coli</i> and total coliform system (submit proof of previous experience). 1 Automated <i>E. coli</i> and total coliform system – 20 points 2 Automated <i>E. coli</i> and total coliform system – 40 points 3 Automated <i>E. coli</i> and total coliform system – 70 points 10 additional points for every system supplied more than 3 projects to a maximum of 100 points FOR INFORMATION ONLY	100

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

FOR INFORMATION ONLY

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

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

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Service Engineer/Technician	
2.	Service Engineer/Technician	
3.		
4.		
5.		
6.		
7.	FOR INFORMATION ONLY	
8.		

T2.2.8 EXPERIENCE OF KEY PERSONNEL

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

Key Person Positions

- A. Service Engineer/Technician
- B. Service Engineer/Technician

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

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

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

Each CV should be structured under the following headings:

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

FOR INFORMATION ONLY

The scoring of the experience of key staff will be as follows: 10

Tenderers are to indicate the availability of Service Engineers/ Technicians for the Automated E. coli and Total Coliform Detection and Enumeration Systems that they are delivering. Proof of training of Service Engineers on the service of the Automated E. coli and Total Coliform Detection and Enumeration Systems is required.

Tenderers are to indicate the number of years that the Service Engineer/Technician has been involved in projects involving the Automated E. coli and Total Coliform Detection and Enumeration Systems. Proof of involvement of the Service Engineers/Technicians on the projects involving the Automated E. coli and total coliform system is required. The projects must be indicated in a Curriculum Vitae (CV) of the personnel with references. The scoring is summarized below:

[The proposed Service Engineer/Technician must display experience in projects comprising of the Automated Total Coliforms and E. coli Detection and Enumeration System • 1 personnel – 20 points • 2 personnel – 40 points • 3 personnel – 70 points 10 additional points for every year more than 3 years to a maximum of 50 points FOR INFORMATION ONLY The proposed personnel must display experience in projects comprising of the Automated Total Coliforms and E. coli Detection and Enumeration System • 1yr – 20 points • 2yrs – 40 points • 3yrs – 70 points 10 additional points for every year more than 3 years to a maximum of 50 points]	100
---	-------------------

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION ONLY

T2.2.9 PROPOSED ORGANIZATION AND STAFFING

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

FOR INFORMATION ONLY

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

FOR INFORMATION ONLY

T2.2.10 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

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

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

FOR INFORMATION ONLY

T2.2.11 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015
- | | |
|-----|----|
| YES | NO |
|-----|----|

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

3. If "no", does the Tenderer intend to apply for certification?
- | | |
|------|----|
| YES | NO |
| Date | |
- By when?

OR

4. If "no", does the Tenderer have its own system?
- | | |
|-----|----|
| YES | NO |
|-----|----|

FOR INFORMATION ONLY

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

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001
- | | |
|-----|----|
| YES | NO |
|-----|----|

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

8. If "no", does the Tenderer intend to apply for certification?
- | | |
|------|----|
| YES | NO |
| Date | |
- By when?

OR

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

YES	NO
-----	----

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

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

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

Scoring of Quality Assurance and Environmental Management will be as follows: | 10 |

FOR INFORMATION ONLY

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

T2.2.12 METHOD STATEMENT

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

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

FOR INFORMATION ONLY

T2.2.12 METHOD STATEMENT (Continued)

INSERT HERE

FOR INFORMATION ONLY

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.

FOR INFORMATION ONLY

T2.2.13 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

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

FOR INFORMATION ONLY

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

FOR INFORMATION ONLY

T2.2.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

FOR INFORMATION ONLY

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

FOR INFORMATION ONLY

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

FOR INFORMATION ONLY

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

.....
Date

T2.2.17 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION ONLY

T2.2.18 SCHEDULE OF PROPOSED SUB-SUPPLIERS

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

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

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

Signature Date

Name Position

Tenderer

T2.2.19 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

FOR INFORMATION ONLY

T2.2.20 GOODS AND SERVICES SOURCED INTERNATIONALLY

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

Tender number Closing date

Name of tenderer

Postal address

.....

Signature Name (in print)

Date

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

INSERT HERE

FOR INFORMATION ONLY

T2.2.22 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to exceed/not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 90/10 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

FOR INFORMATION ONLY

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

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

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

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

2. DEFINITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

FOR INFORMATION ONLY
80/20 or 90/10

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

Where:

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

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of organization:

- 9.2 VAT registration number:

- 9.3 Company Registration number:

- 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional supplier
☐ Other suppliers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

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

DATE:.....

ADDRESS:.....
.....
.....

WITNESSES:

1.
2.

FOR INFORMATION ONLY

T2.2.22 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

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

FOR INFORMATION ONLY

T2.2.23 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank:

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

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

SIGNATURE: DATE:

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

T2.2.24 SUPPLIERS HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

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

T2.2.25 PRO FORMA OHS NOTIFICATION

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

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

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

.....

- (b) Name of Supplier's contact person:

Telephone number:

2. Supplier's compensation registration number:

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

(b) Name of Purchaser's contact person or agent: **FOR INFORMATION ONLY**

Telephone

number

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

.....

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

Telephone

number

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

Telephone number:

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

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

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of Sub-contractors on the construction site accountable to Supplier:

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

.....

.....

SIGNED BY: **FOR INFORMATION ONLY**

SUPPLIER: DATE:

PURCHASER: DATE:

T2.2.26 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

Note only insert if applicable if not then omit and delete this note

FOR INFORMATION ONLY

T2.2.27 LETTER OF INTENT FOR PERFORMANCE GUARANTEE

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

]

INSERT HERE

FOR INFORMATION ONLY

T2.2.28 REGISTRATION CERTIFICATES

Insert required registration Certificates such as CIDB, ECSA, PSIRA, and the like
here

FOR INFORMATION ONLY

T2.2.29 CENTRAL SUPPLIER DATABASE (CSD) REPORT

Insert Here

FOR INFORMATION ONLY



CONTRACT NO: 2021/073(B)

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO AUTOMATED
ESCHERICHIA COLI AND TOTAL COLIFORMS DETECTION AND ENUMERATION SYSTEMS
AND TRAINING OF PERSONNEL**

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zakhele Cele
Telephone: 083 341 1313

FOR INFORMATION ONLY

Name of Service Provider:

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THE CONTRACT

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FOR INFORMATION ONLY

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.

FOR INFORMATION ONLY

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TWO AUTOMATED ESCHERICHIA COLI AND TOTAL COLIFORMS DETECTION AND ENUMERATION SYSTEMS AND TRAINING OF PERSONNEL

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....Rand;

(in figures) R.....

The Tenderer confirms that he has read the Standard General Services Contract referred to in C1.2 Contract Data.

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 INFORMATION ONLY

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

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* Umgeni Water

Address 310 Burger Street, Pietermaritzburg

Telephone number: 033 3411111 **Fax number:**

AS WITNESS

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

Date:

C: SCHEDULE OF DEVIATIONS

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

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

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

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

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

FOR INFORMATION ONLY

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR UMGENI WATER

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

FOR INFORMATION ONLY

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

FOR INFORMATION ONLY

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

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

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will be/not be applicable

3. Progress Payments

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

FOR INFORMATION ONLY

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Purchaser is Umgeni Water
1	Contract is supply, delivery, installation and commissioning of two automated Escherichia coli and total coliforms detection and enumeration systems and training of personnel
1	The Period of Performance is 5 years from the Commencement Date.
3.4	The authorised and designated representative of the Purchaser is: Name: Thandubuhle Gonose The address for receipt of communications is: Telephone: 031 341 1342 E-mail: Thandubuhle.gonose@umgeni.co.za Address: 310 Burger Street, Pietermaritzburg 3201
3.5	The location for the performance of the Contract is 310 Burger, Pietermaritzburg
3.13	The programme shall be submitted within 14 Days of the Contract becoming effective.
5.4.1	FOR INFORMATION ONLY The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Cover is: R10 000000 (Ten million Rands) Period of cover: For the period of performance Insurance cover requirements will be confirmed on wards
5.5	Delivery is to take place in accordance with the approved programme.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
12.2.1/2/3	Interim settlement of disputes is to be by mediation
	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators (Southern Africa)
12.2.4	Final settlement is by litigation.
13.1.3	All persons in a joint venture or consortium shall carry a minimum General indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data.
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

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

PART C2: PRICING DATA

PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES

C2.1 Bill of Quantities

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

FOR INFORMATION ONLY

C2.2 Pricing Schedule – Bill of Quantities

Item Number	Item Description	Unit Measure	of	Quantity	Rate	Amount per Item (excl VAT)
1.	Supply, delivery, installation and commissioning of Total coliforms and <i>E coli</i> automated detection system that meet the specifications as shown on Part C3 of this document.	sum		2		R
2.	Three days training on relevant aspects of the Total coliforms and <i>E coli</i> automated detection system for at least four Laboratory Personnel.	sum		1		R
3.	Annual service shall include all spares as specified by the manufacturer's user manual including, replacing of deteriorated elements. All parts used during the annual maintenance must be compatible with the Total coliforms and <i>E coli</i> automated detection system and meet the specifications listed on Part C3 of this document.	sum		1		R
A - Total for all Items excluding VAT						R
B - Escalation @ 10% of A						R
C Subtotal (A + B)						R
D - VAT @ 15% of C						R
Total including VAT (C+D) <i>carried forward to C1.1 (Offer).</i>						R

FOR INFORMATION ONLY

PART C3: SCOPE OF WORK

- **Purchaser's objectives**

The successful tenderer is required to supply, deliver, install, and train personnel and commission the automated E. coli and coliforms detection and enumeration system.

- **Description of the Supply**

The equipment supplied must meet the specifications documented under particular/generic specifications paragraph below. The annual maintenance contract price increase will be linked to the percentage change in consumer price index (CPI). The laboratory requires once off supply of the stated equipment and provision of after sale support and maintenance programme on contractual basis over a five-year period.

- **Extent of the Supply**

The laboratory requires once-off supply of the stated equipment and provision of after sales support

- **Use of reasonable skill and care**

The laboratory expects the service provider to have factory trained service engineers who can conduct installation, training, periodic services, application development, instrument troubleshooting and repairs.

- **Co-operation with other Supply providers**

Not applicable

- **Brief**

a) Terms of reference including the following:

i. The work components to be undertaken

Instrument delivery, installation and commissioning

Application Design [Parameters: Escherichia coli and total coliforms]

Testing and validation

Training of Umgeni Water laboratory personnel

ii. The deliverables to be provided within each work component

Delivery of equipment

Commissioning Report (In line with Factory Requirements)

Application Implementation Report (In line with Umgeni Water Laboratory Specifications)

Personnel Training Certificates

b) The instrument and all deliverables must be met within two months after the purchase order is issued.

c) Place for the performance of specific tasks, and address for delivery:

Umgeni Water Head Office

Laboratory Services

310 Burger Street

Pietermaritzburg

3200

- **Reference data**

Not applicable.

- **Applicable national and international standards**

Not applicable.

- **Particular/Generic specifications**

The instrument must meet the following specifications. Note** the tenderer is to complete the table by ticking the appropriate box and supplying relevant evidence of meeting the specification.

Specification	Tenderer's Check list (Tick Appropriate Box)	
	Specification Met	Specification Not Met
Detection system: - Be a benchtop self-contained automatic testing and enumeration system - Be easy to maintain (work for a week without requiring maintenance) - Be capable of detecting E. coli and total coliforms in water in a minimum volume of 100 mL. - Be capable of enumerating E. coli and total coliforms in water in a minimum volume of 100 mL. - Be interfaced and automatically send results to LIMS system - Be capable of exporting data to HTML or CSV or XML. - Be capable of sending an alert (positive results) in real time - Be capable and pre-validated for detecting E. coli and total coliforms in treated and untreated water matrices. - Must have a security system in place (administration/ logging system) - Take 18hrs or less to produce results. - Be capable of analysing high turbid samples (wastewater) and produce results.		
Analytical Quality Control - The System must be capable of verifying that set conditions are reached and maintained in real-time. - Be capable of flagging out-of-specification control results.		
Traceability: - Full traceability with long-term storage of results including associated calibrations and reagent lot data. - Reagents used for the analysis must be traceable with CoA.		

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- **Acceptance Criteria for Commissioning**

NO.	PARAMETER	ACCEPTANCE CRITERIA
1	Accuracy - PTS	Z-score -2 to +2
2	Precision on analytical quality - Reproducibility - Repeatability	RSD < 10% RSD < 10%
3	LOD	E. coli –1 MPN/100 mL Total coliforms- 1 MPN/100 mL
4	Training of four laboratory personnel	Certificates of training for personnel

- **Approvals**

Not applicable.

- **Procurement**

Not applicable

- **Access to land / buildings / sites**

Not applicable.

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- **Planning and programming**

Not applicable

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- **Software application for programming**
Not applicable
 - **Quality management**
 - Not applicable
 - **Format of communications**
Telephone or email.
 - **Key personnel**
Not applicable.
 - **Management meetings**
Management meetings will be held as and when required upon request by either party. Supplier representatives must have delegated authority to negotiate prices.
 - **Payment certificates**
Not applicable.
 - **Property provided for the Supplier's use**
Not applicable
 - **Proof of compliance with the law**
Not applicable

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PART C4: SITE INFORMATION

310 Burger Street Pietermaritzburg

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CONTRACT DESCRIPTION – LINE 1
CONTRACT DESCRIPTION – LINE1
CONTRACT DESCRIPTION – LINE 2 |

UMGENI WATER
CONTRACT NO. 201?/???
C5: ANNEXURES

C5.1

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