



TENDER NO: 2022/071

MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKNERS AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER – THREE YEARS FRAMEWORK CONTRACT (PANEL OF CONTRACTORS)

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries

Contact Name: Daphne Mseleku
Telephone: 033 341 1550

Name of Tenderer: _____

National Treasury CSD Number: _____

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

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Tender Number: 2022/071

Tender Title: MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKENERS AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER – THREE YEARS FRAMEWORK CONTRACT (PANEL OF CONTRACTORS)

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:

MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKENERS AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER – THREE YEARS FRAMEWORK CONTRACT (PANEL OF CONTRACTORS)

Equipment Type	Brands UW has in its establishment
Gravity Thickeners & clarifiers	10 m diameter and diameters within a range of ± 9 m diameter Clarifier, 20 m diameter and diameters within a range of ± 9 m diameter Clarifier

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative.

Evaluation method:

The tender will be firstly be evaluated on eligibility. If found 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.
- Thereafter, Price and Preference evaluation using the 80/20 Preference Point Scoring System in terms of PPFA which will be followed by price negotiation with the top 5 successful bidders

Tender Submission

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

How to Access Tender documents

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

Documents will ONLY be issue in electronic format, during working hours from 09h00 to 15h00 and date from 11 July 2022 to 22 July 2022. (Period of purchasing tender document is strictly two weeks, No late payment or requests allowed).

A non-refundable tender fee of R 200.00 payable by Electronic Fund Transfer is required before 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. 2022/071 and Company Name.

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

NOTE: 2 NO CASH PAYMENT WILL BE ACCEPTED WHEN ISSUING TENDER DOCUMENTS

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

A compulsory virtual MS Teams Meeting will be held on ~~01 August 2022~~ at 12h00. The compulsory Virtual MS Teams Meeting will be held via the App for Microsoft Teams. Tenderers must ensure that they download the App and submit to Umgeni Water the necessary email address and cell phone number to daphne.Mseleku@umgeni.co.za by not later than 48 hours before the date of the meeting to enable the SCM Department to set up the virtual meeting.

The closing time for submission of tenders is 12h00 on 08 September 2022.

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

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

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

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

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

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

The 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.

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 Part C5: List of existing brands and models and SHE Agreement

	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is : <u>Tender Queries</u> Name: Daphne Mseleku Address: 310 Burger Street, Pietermaritzburg Tel: 033 341 1550 E-mail: daphne.mseleku@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 (2.1.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and works paid to one or more targeted enterprises to comply with Umgeni Water's B-BBEE policy initiative.
	F.2.7 Clarification meeting
F.2.7	There is a clarification virtual meeting the details for which are stated in the Tender Notice and Invitation to Tender.

	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) Certificate of Independent Bid Determination 6) Company Registration Certificate 7) Registration Certificates of Professional bodies (Only applicable for MV gravity thickeners and clarifiers) 8) OEM Accreditation / Partnership / Integrator Certificate 9) ISO 9001-2015 10) ISO 14001-2015

	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										
	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	3) 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>Returnable Schedule</th><th>Weighting %</th></tr> <tr> <td>T2.2.06 Tenderer's Experience</td><td>40</td></tr> <tr> <td>T2.2.07 Experience of Key Personnel</td><td>20</td></tr> <tr> <td>T2.2.08 Quality Assurance and Environmental Management</td><td>10</td></tr> <tr> <td>T2.2.11 Facilities and turnaround time</td><td>30</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> 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 %	T2.2.06 Tenderer's Experience	40	T2.2.07 Experience of Key Personnel	20	T2.2.08 Quality Assurance and Environmental Management	10	T2.2.11 Facilities and turnaround time	30
Returnable Schedule	Weighting %										
T2.2.06 Tenderer's Experience	40										
T2.2.07 Experience of Key Personnel	20										
T2.2.08 Quality Assurance and Environmental Management	10										
T2.2.11 Facilities and turnaround time	30										
	F.3.17 Provide copies of the contracts										
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.										
	F3.18 Provide written reasons for actions taken										
F3.18	Refer to Section 39 of the Supply Chain Management Policy.										

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 Non - Compulsory Clarification Virtual Meeting		T2.15
T2.2.5 Contract Participation Goals (CPG)		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	T2.25
T2.2.10 Tenderer's Schedule of Plant and Equipment	N/A	T2.26
T2.2.11 Quality Assurance and Environmental Management		T2.27
T2.2.12 Method Statement	N/A	T2.29
T2.2.13 Preliminary Programme	N/A	T2.30
T2.2.14 Facilities and turnaround time		T2.31
T2.2.15 Registration Certificate / Agreement / Id Document		T2.34
T2.2.16 Amendments, Qualifications and Alternatives		T2.35
T2.2.17 Record of Addenda to Tender Documents		T2.36
T2.2.18 VAT Registration Certificate		T2.37
T2.2.19 Schedule of Proposed Sub-Supplier		T2.38
T2.2.20 Proof of Purchase of Tender Document		T2.39
T2.2.21 Goods and Services Sourced Internationally		T2.40
T2.2.22 Letter of Good Standing in terms of COID Act		T2.42
T2.2.23 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.43
T2.2.24 Tenderer's Financial Standing		T2.50
T2.2.25 Suppliers Health and Safety Declaration		T2.51

T2.2.26 Pro forma OHS Notification		T2.52
T2.2.27 Letter of Intent for Public Liability		T2.54
T2.2.28 Professional Indemnity Insurance		T2.55
T2.2.29 Registration Certificates		T2.56
T2.2.30 Central Supplier Database (CSD) Report		T2.57

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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:

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

For information use only

C. PARTNERSHIP

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

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

We, the partners in the business trading as

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

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

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D. CLOSE CORPORATION

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

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

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs, Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

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T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

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

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

For information use only

T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION VIRTUAL MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. [2022/071]

This is to certify that

(Tenderer)

of (address)

was represented by the person(s) named below at the non - compulsory meeting held for all Tenderers

at (location).....

..... on (date)

starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

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

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

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

CPG Partner/s – Service provider/s selected from Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database.

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

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

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

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

Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:
 - CPG Partner/s are to be obtained from Umgeni Water's database of suppliers specifically earmarked for CPG purposes.

- 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 Partners 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: [40]

[]

DESCRIPTION	MAX POSSIBLE SCORE
Number of projects relevant to gravity thickeners and/or clarifiers being supplied and/or fitted and/or maintained in the last 5 years. Submit proof of previous experience as indicated in Table above. • 1 project – 50 points • 2 projects – 60 points • 3 projects – 70 points • 10 additional points for every project more than 3 projects to a maximum of 100 points.	100

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T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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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.	Technical Expert	
2.	Artisan	

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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. Technical Expert
- B. Artisan

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

Proof of statutory / professional registration is required for key personnel as applicable in the following fields:

- Electrical Technician / Artisan that are doing LV must have a Wiremens license and those in MV must have a Masters License and Switching Certificate.
- Mechanical Technician / Mechanical Fitter that is in possession of a Trade Test Certificate.
- The Service Provider doing installations and maintenance of medium voltage systems must be registered with the Department of Labour.

The scoring of the experience of key staff will be as follows: [20]

Experience of Technical Expert in the gravity thickener and clarifier maintenance/management (provide CV as evidence): • <3yrs – 0 points • 3yrs – 25 points • 4yrs – 30 points • 5yrs – 35 points • 5 additional points for every year more than 5 years to a maximum of 50 points Experience of Artisan in the gravity thickener and clarifier maintenance/ (provide CV as evidence): • <3yrs – 0 points • 3yrs – 25 points • 4yrs – 30 points • 5yrs – 35 points • 5 additional	100
--	------------

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

For information use only

T2.2.9 PROPOSED ORGANIZATION AND STAFFING – NOT APPLICABLE

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

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

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

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

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

Attach additional pages if more space is required

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

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

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

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
-----	----

By when?

Date

OR

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

YES	NO
-----	----

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

.....

.....

.....

.....

.....

.....

.....

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

YES	NO
-----	----

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

.....

.....

.....

.....

.....

.....

.....

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

YES	NO
-----	----

By when?

Date

OR

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

YES	NO
-----	----

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

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

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

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

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan & support documents submitted
Poor (score 40)	The organisation has its own developed Quality Assurance and Environmental Management system.
Satisfactory (score 70)	The organisation has applied for ISO 9001 or ISO 14001 certification or the organisation has submitted a detailed Quality Assurance and Environmental Plan that is tailor made for the project.
Good (score 90)	The organisation is ISO 9001 or ISO 14001 certified.
Very good (score 100)	The organisation is both ISO 9001 and ISO 14001 certified.

T2.2.12 METHOD STATEMENT - NOT APPLICABLE

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

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

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T2.2.13 PRELIMINARY PROGRAMME - NOT APPLICABLE

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

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

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T2.2.14 FACILITIES AND TURNAROUND TIME

SCORING FOR TENDERERS THAT PROVIDE WORKSHOP AND FIELD SERVICES ARE AS FOLLOWS: 30

DESCRIPTION						MAX POSSIBLE SCORE
Do you have workshop facilities? (Functions of the workshop and list of machinery and equipment to be attached as a returnable to page T2. 43)		Location of your workshop (Address) (in relation to Pietermaritzburg Umgeni Water Head Office is the centre)		Are your workshop facilities/services available 24 Hour?		100
No	0	≥600 km	0	24 Hours	30	
Agreement in place	15	<600km & >150km	20	Normal working hours	15	
Yes and fully equipped	30	≤150 km	40			

DESCRIPTION				MAX POSSIBLE SCORE
Do you provide field services?		Are your field services available 24 hours?		100
Yes	50	24 Hours	50	
No	0	Normal working hours	25	

AND / OR

FOR TENDERERS THAT PROVIDE SPARES SUPPLY ONLY

DESCRIPTION (Spares)						MAX POSSIBLE SCORE
What is your critical spares turnaround time for this equipment?		Do you supply OEM Spares or generic spares?		Accreditation		100
≥72 Hours	0	Generic	10	General distributor	10	
>24 & <72 Hours	30	OEM	20	Accredited agent/partner/distributor	16	
>12 & ≤24 Hours	45			OEM	20	
≤12 Hours	60					

DESCRIPTION (Full Unit)						MAX POSSIBLE SCORE
What is your turnaround time for this unit?		Do you supply OEM or generic unit?		Accreditation		100
6 Months	0	Generic	10	General distributor	10	
3 Months	30	OEM	20	Accredited agent/partner/distributor	16	
1 Month	45			OEM	20	
5 Days	60					

For information use only

T2.2.14 FACILITIES AND TURNAROUND TIME (Continued)

INSERT HERE

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T.2.2.15 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

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T2.2.16 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date

T2.2.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

_T2.2.18 VAT REGISTRATION CERTIFICATE

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

For information use only

T2.2.19 SCHEDULE OF PROPOSED SUB-SUPPLIERS - NOT APPLICABLE

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.			

Signature Date

Name Position

Tenderer

T2.2.20 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

For information use only

T2.2.21 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

**T2.2.22 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

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T2.2.23 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change in composition, 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

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

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

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

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

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

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 TYPE OF COMPANY/FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional supplier
- ☐ Other suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

DATE:.....

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

WITNESSES:

1.

2.

T2.2.23 .../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.

INSERT HERE

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T2.2.24 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)

T2.2.25 SUPPLIERS HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

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

T2.2.26 PRO FORMA OHS NOTIFICATION

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

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

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

(b) Name of Supplier's contact person:

Telephone number:

2. Supplier's compensation registration number: -----

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

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

Telephone number: -----

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

(b) Name of designer's contact person:

Telephone number: -----

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

Telephone number: -----

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

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

8. Nature of the construction work: -----

9. Expected commencement date: -----
10. Expected completion date: -----
11. Estimated maximum number of persons on the construction site: -----
12. Planned number of Sub-contractors on the construction site accountable to Supplier: -----

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

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.2.27 LETTER OF INTENT FOR PUBLIC LIABILITY

Public Liability Insurance

Cover is: R5 000 000 (Five Million Rands)

Period of cover: For the period of performance

Insurance cover requirements will be confirmed on award

INSERT HERE

For information use only

T2.2.28 PROFESSIONAL INDEMNITY INSURANCE

Professional Indemnity Insurance

Cover is: R5 000 000 (Five Million Rands)

Period of cover: For the period of performance

Insurance cover requirements will be confirmed on award

]

INSERT HERE

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T2.2.29 REGISTRATION CERTIFICATES

- Wiremens License
- Masters License
- Switching Certificate
- Trade Test Certificate

For information use only

T2.2.30 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

For information use only



CONTRACT NO: 2022/071

MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKENERS AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER – THREE YEARS FRAMEWORK CONTRACT (PANEL OF CONTRACTORS)

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Daphne Mseleku
Telephone: 033 341 1550

Name of Service Provider:

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

For information use 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 *MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKENERS AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER THREE YEARS FRAMEWORK CONTRACT*

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

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

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the 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.

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 List of brands and models and SHE Agreement

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:
.....

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 use 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 use 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".

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PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Employer is Umgeni Water
1	The Contract is Maintenance of existing assets and the supply of spares for UW Ulwandle Region, Izintaba Region and UThukela for a period of three years
1	The Period of Performance is 156 weeks from the Commencement Date.
3.4	The authorized and designated representative of the Employer is: Name: Mfanasibili Nkonyane The address for receipt of communications is: Telephone: 033 846 1873 E-mail: mfanasibili.nkonyane@umgeni.co.za Address: 7 Portland Road , Mkondeni
3.5	The location for the performance of the Contract is Umgeni Water Workshops
3.13	The programme shall be submitted within 14 Days of the Contract becoming effective.
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Cover is: R5 000 000 (Five Million Rands) Period of cover: For the period of performance Insurance cover requirements will be confirmed on award 2. Professional Indemnity Insurance Cover is: R5 000 000 (Five Million Rands) Period of cover: For the period of performance Insurance cover requirements will be confirmed on award
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Removing any equipment from site for overhaul or repair or scrapping b) Undertaking any activity that will require notification of insurers c) Before installation of new equipment.
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: Email																
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Address: Telephone: Email:																
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <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

1. GENERAL

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

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

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the OEM's BOM's as at original purchase date of the various equipment. It is therefore the tenderers responsibility to align any discontinued part numbers to the current relevant and equivalent OEM schedule.

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

4. CONTRACT PRICE ADJUSTMENTS

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.

5. PRICING OF THE BILL OF QUANTITIES

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

If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

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

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

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

6. GOODS AND SERVICES SOURCED INTERNATIONALLY

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

7. CORRECTION OF ENTRIES

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

8. ARITHMETICAL ERRORS

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

9. PAYMENTS

Unless otherwise specified, the tenderer will be paid the amounts per quantity of each item delivered on a monthly basis. Payments shall only be on items received and or services delivered.

10. UNITS OF MEASUREMENT

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

C2.2 Pricing Schedule – Bill of Quantities

PART 1: SERVICE RELATED RATES

Item No.	Model / Service	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
			(Days / Weeks / Months)				
1	Services	Engineer		Hour	1	R	R
2		Technician		Hour	1	R	R
3		Semi-skilled labour		Hour	1	R	R
4		Driver		Hour	1	R	R
5		Transport 1 Ton		Km	1	R	R
6		Transport 8 Ton with crane		Km	1	R	R
7		Transport 10 Ton with crane		Per Night	1	R	R
8		Transport 20 Ton with crane		Per Service	1	R	R
9		Accommodation		Per Service	1	R	R
10		Consumables for 10 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
11		Consumables for 20 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
12		Consumables for 30 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
13		Consumables for 40 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
14		Consumables for 50 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
15		Consumables for 60 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
16		Consumables for 70 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
17		Consumables for 80 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
18		Consumables for 90 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
19		Consumables for 100 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Service	1	R	R
20		Consumables for Lamella Clarifier or similar approved		Per Service	1	R	R
21		Consumables for 12,2 m diameter Clarifier or similar approved		Per Unit	1	R	R
22		Consumables for 21.34 m diameter Clarifier or similar approved		Per Unit	1	R	R
23		Consumables for 20 m Clarifier or similar approved		Per Unit	1	R	R
24		Consumables for 35 m Clarifier or similar approved		Per Unit	1	R	R
25		Consumables for 26 m Clarifier or similar approved		Per Unit	1	R	R
26		Service for 10 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
27		Service for 20 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R

28		Service for 30 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
29		Service for 40 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
30		Service for 50 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
31		Service for 60 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
32		Service for 70 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
33		Service for 80 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
34		Service for 90 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
35		Service for 100 m diameter and diameters within a range of ± 9 m diameter Clarifier or similar approved		Per Unit	1	R	R
36		Service for Lamella Clarifier or similar approved		Per Unit	1	R	R
37		Service for 12,2 m diameter Clarifier or similar approved		Per Unit	1	R	R
38		Service for 21.34 m diameter Clarifier or similar approved		Per Unit	1	R	R
39		Service for 20 m Clarifier or similar approved		Per Unit	1	R	R
40		Service for 35 m Clarifier or similar approved		Per Unit	1	R	R
41		Service for 26 m Clarifier or similar approved		Per Unit	1	R	R
42		Technical Report		Sum	1	R	R
43		Depreciation Lifecycle		Sum	1	R	R
44		Safety files					
45		1. Job specific safety file items		Sum	1	R	R
46		2. Annual safety file		Sum	1	R	R
Total carried to summary							R

PART 2: BILL OF QUANTITIES FOR SPARES & COMPLETE UNITS – SIMILAR APPROVED
SECTION A1

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	10 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A2

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	20 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A3

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	30 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A4

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	40 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A5

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	50 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A6

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	60 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A7

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks / Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	70 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A8

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	80 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each		R	R
Total Carried To Summary							R

SECTION A9

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks / Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	90 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded Walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each	1	R	R
Total Carried To Summary							R

SECTION A10

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks/ Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	100 m diameter and diameters within a range of ±9 m diameter Clarifier	Cylindrical Clarifier:		Each	1	R	R
2.		Gridded walkway		Each	1	R	R
3.		Skimmer Arm		Each	1	R	R
4.		Feed Well		Each	1	R	R
5.		Scum Baffle		Each	1	R	R
6.		Support Column		Each	1	R	R
7.		Counterbalancing Rake Arm		Each	1	R	R
8.		Stainless Steel Scraper Blade		Each	1	R	R
9.		Complete Unit		Each		R	R
Total Carried To Summary							R

SECTION A11

Item No.	Model	Material / Service	Turnaround Time (Days / Weeks / Months)	Unit of Measure	Quantity	Rate (VAT Excl.)	Amount
1.	Lamella Clarifier	Lamella Clarifier		Each	1	R	R
2.		90mm x 40mm x 6mm, 90° fibreglass angle piece x 3.3m length		Each	1	R	R
3.		90mm x 50mm x 6mm, 90° fibreglass angle piece x 4.98m length		Each	1	R	R
4.		85mm x 85mm x 6mm, 60° fibreglass angle piece x 4.98m length		Each	1	R	R
5.		1135mm x 5000mm, lamella plate		Each	1	R	R
6.		2400mm x 5000mm, lamella plate		Each	1	R	R
Total Carried To Summary							R

Section A12

Item No.	Size	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (Excl. VAT)	
			(Days / Weeks/ Months)				
	12,2 m diameter Clarifier	Cylindrical Clarifier:					
1		Gridded walkway		Each	1	R	R
2		Skimmer Arm		Each	1	R	R
3		Feed Well		Each	1	R	R
4		Scum Baffle		Each	1	R	R
5		Support Column		Each	1	R	R
6		Counterbalancing Rake Arm		Each	1	R	R
7		Stainless Steel Scraper Blade		Each		R	R
Total carried to summary							R

Section A13

Item No.	Size	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (Excl. VAT)	
			(Days / Weeks / Months)				
	21.34m diameter clarifier	Cylindrical Clarifier:					
1		Gridded walkway		Each	1	R	R
2		Skimmer Arm		Each	1	R	R
3		Feed Well		Each	1	R	R
4		Scum Baffle		Each	1	R	R
5		Support Column		Each	1	R	R
6		Counterbalancing Rake Arm		Each	1	R	R
7		Stainless Steel Scraper Blade		Each	1	R	R
Total carried to summary							R

Section A14

Item No.	Model	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (Excl. VAT)	
			(Days / Weeks/ Months)				
	20m	Cylindrical Clarifier:					
1		V- notch weirs 2500 x 180 x 3mm		Each	1	R	R
2		Electrical slip rings (- 12 + Earth)		Each	1	R	R
3		Mixer impeller (316 s/s)		Each	1	R	R
4		Idler wheel cage (c/w wheel, shaft & bearing)		Each	1	R	R
5		Centre Bearing HE 5		Each	1	R	R
6		Kick Plate 100mm wide x 6mm		Each	1	R	R
7		Mixer		Each	1	R	R
8		Scraper blade 300 wide x 50 lip		Each	1	R	R
9		Sludge scraper hanger pipe 3715 long 65 NB		Each	1	R	R
10		Sludge scraper hanger pipe 3715 long Diameter 65		Each	1	R	R
11		Bridge 16400 long x 750 wide		Each	1	R	R
Total carried to summary							R

Section A15

Item No.	Model	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (Excl. VAT)	
			(Days / Weeks/ Months)				
	35m	Cylindrical Clarifier:					
1		Mixer		Each	1	R	R
2		Mixer support		Each	1	R	R
3		Mixer base plate		Each	1	R	R
4		Bearing Housing		Each	1	R	R
5		Centre Cradle		Each	1	R	R
6		700NB Center Column		Each	1	R	R
7		Bottom Scraper		Each	1	R	R
8		Bottom Scraper		Each	1	R	R
9		Bottom Scraper Support Frame		Each	1	R	R
10		Bottom Scraper Hanger Support		Each	1	R	R
11		Bottom Scraper Hanger		Each	1	R	R
12		Mixer		Each	1	R	R
13		Scraper blade 300 wide x 50 lip		Each	1	R	R
14		Handrail		Each	1	R	R
15		Grating		Each	1	R	R
16		Bridge		Each	1	R	R
17		Wheels 2000mm diameter 125mm width 25mm sidewall		Each	1	R	R
	Weir and baffle plates		Each	1	R	R	
Total carried to summary							R

Section A16

Item No.	Size	Material / Service	Turnaround Time	Unit of Measure	Quantity	Rate (Excl. VAT)	
			(Days / Weeks/ Months)				
	26m	Cylindrical Clarifier:					
1		V- notch weirs plates 2500 x 180 x 3mm with compriband		Each	1	R	R
2		Bridge drive Wheels 250o/d x 75 wide, 60mm bore		Each	1	R	R
3		Mixer impeller (316 s/s)		Each	1	R	R
4		Launder Spray System		Each	1	R	R
5		Centre Bearing HE 5		Each	1	R	R
6		Bridge		Each	1	R	R
7		Mixer		Each	1	R	R
8		Launder spray nozzles		Each	1	R	R
9		Sludge scraper rubber 100 x 6mm thick neoprene		Each	1	R	R
10		Sludge Scrapers (C- formation)		Each	1	R	R
11		Scraper supports 65NB S/S 316		Each	1	R	R
Total carried to summary							R

PART C: SUMMARY OF BILL OF QUANTITIES

PART	DESCRIPTION	AMOUNT
		R-C
PART 1	PRELIMINARY AND GENERAL	
PART 2	BILL OF QUANTITIES FOR SPARES & COMPLETE UNITS	-
A1	10 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A2	20 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A3	30 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A4	40 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A5	50 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A6	60 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A7	70 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A8	80 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A9	90 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A10	100 m diameter and diameters within a range of ± 9 m diameter Clarifier	R
A11	Lamella Clarifier	R
A12	12,2 m diameter Clarifier	R
A13	21.34 m diameter clarifier	R

A14	20 m clarifier	R
A15	35 m clarifier	R
A16	26 m clarifier	R
A SUBTOTAL (Use to calculate CPG amount and percentage)		R
B VALUE ADDED TAX (Add 15% of Subtotal A)		R
TOTAL (A+B) CARRIED TO FORM, C1.1, FORM OF OFFER		R

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PART C3: SCOPE OF WORK

Employer's objectives

Umgeni Water seeks to establish various 3 year Maintenance, Servicing and Spares Supply contracts for core and critical equipment in its establishment in order to achieve the following objectives:

- Improve turnaround time for the sourcing of spares and associated services;
- Minimise down time of any critical equipment and or unit process; and
- Mitigate against asset related operational risks associated with equipment failure.

The equipment and brand specific contracts will be established to form panels comprising of Original Equipment Manufacturers (OEM's) where possible, the OEM's accredited Agents / Partners / Integrators, and or any other contractor / supplier specialising in the respective brands of equipment as described below.

Umgeni Water therefore seeks all suppliers and agents within the boundaries of South Africa that are geared up to aid Umgeni Water to achieve these objectives.

2. Description of the services

The contracts scope of work shall be for:

- Supplying and delivering to prescribed sites the materials / spares for any of the listed equipments and brands in Table 3.1 as per the manufacturers Bill of Materials (BOM's) and within the contractual time for completion. The applicable models for existing equipment and brands as shown in Annexure C5.1.
- Supplying and delivering to prescribed site(s) the replacement equipment for the same make and model as that which exists in the location i.e. like for like only within the contractual time for execution / completion. Such equipment shall be as described in Annexure C5.1.
- Provision of specialized skilled labour to maintain, service, repair, and test equipment to manufacturers specifications and standards. Such shall be inclusive of requisite tools / equipment, supervision, and consumables.
- The contractor to quote for equipment enlisted in BOQ or similar approved.
- Supplying and delivering to prescribed sites the materials / spares for any of the listed equipment in the BOQ or similar approved within the contractual time for completion.

Services pertaining to Gravity thickener and Clarifier maintenance to include but not limited to:

- An annual inspection of the mechanism (Effluent, sludge removal system and drive unit)
- An occasional touch up of the paint or coating system

If the clarifier needs a complete overhaul, a clarifier rehab needs to be carried out. A service like this typically includes (but is not limited to):

- Blasting and coating of all ferrous-metal surfaces (bridge, walkways, sludge collection mechanisms)
- Replacement of damaged metal
- Rebuilding of clarifier drive mechanism
- Replacement of weirs and baffles
- Reconditioning of concrete surfaces
- Replacement of squeegees and plows

All work is to be as per Manufacturer's Maintenance Manual and Maintenance & Engineering working procedures.

After servicing of Clarifier and Gravity thickener equipment, a complete technical, depreciation and life expectancy report to be compiled and submitted to Umgeni Water.

All work prior to being carried out, is to be approved by Umgeni Water personnel.

All work to be carried out, as per Umgeni Water Specification

Any equipment that may not have been included in the BOQ, within the duration of the contract, can be inserted as an addendum to the contract on a quarterly review basis upon site inspections and upon approval from Umgeni Water personnel.

The contractual turnaround time for the delivery of the prescribed scope shall be agreed with each supplier prior to signing of the contract and such times shall form part of the agreement.

Note: The Service Provider need not do all three (3) elements of the scope. As an example, the Service Provider may only do supply and delivering of spare and / or complete equipment, or only provide specialised skilled labour to maintain.

Table 3.1: List of equipment type and their brands that UW currently has in its establishment

Equipment Type	Brands UW has in its establishment
Gravity Thickeners & clarifiers	10 m diameter and diameters within a range of ± 9 m diameter Clarifier, 20 m diameter and diameters within a range of ± 9 m diameter Clarifier

3. Extent of the services

3.2 On receipt of a call-off order against a contract, the Service Provider shall submit to the Engineer for his approval the Programme which shall contain the following:-

- (a) the order in which the Service Provider proposes to carry out the Works (including design, manufacture, delivery to site, installation, testing and commissioning).
- (b) the times when submissions and approval of the Service Provider 's drawings are required.
- (c) the times by which the Service Provider requires the employer:-
 - (i) to furnish any Employer's Drawings,
 - (ii) to provide access to Site,
 - (iii) to have obtained any import licences, consents, way leaves, and approvals necessary for the purpose of the Works. The Service Provider shall submit the programme within 1 day after the order date.

Such programme shall not have deliverables that exceed the contractual timeframes as referred to in clause 2 above.

3.3 No material alteration to the Programme shall be made without the approval of the Engineer.

3.4 If the progress of the Works does not conform to the Programme, the Engineer may instruct the Service Provider to revise the Programme.

3.5 The Service Provider shall in all matters arising in the performance of the Contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.

3.6 The Service Provider shall comply with all the laws of the country of manufacture concerning the manufacture of the Plant, and the laws of the Republic of South African so far as such laws concern the manufacture, erection and operation of the Works.

3.7 OEM Accreditation / Partnership / Integrator / Agent / Distributor Certificate or Letter

4. Use of reasonable skill and care

4.1 The Service Provider is required to exercise reasonable skill and care in all activities undertaken.

- 4.2 The Service Provider shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport.
- 4.3 On the Site, the Service Provider shall observe the normal working hours stated in clause 25 below. The Employer shall allow the Service Provider to carry out work on the Site continuously during such working hours. The Engineer may after consulting the Employer and the Service Provider, direct that work shall be done at other times. The extra cost, together with profit, shall be added to the Contract Price unless it has become necessary for the completion of the Works within the Time for Completion, and this is due to default of the Service Provider .
- 4.4 No work shall be carried out on the Site outside normal working hours or on the locally recognised days of rest, unless:-
(a) the Engineer so requires, or
(b) the work is unavoidable or necessary for the saving of life or property or for the safety of the Work in which case the Service Provider shall immediately advise the Engineer, or
(c) the Engineer gives his consent.
- 4.5 The Service Provider shall employ one or more competent representatives to supervise the carrying out of the Works on Site. They shall be fluent in the English language for day to day communications. Their names shall be communicated in writing to the Engineer before work on Site begins. Any instruction or notice which the Engineer gives to the Service Provider's representatives shall be deemed to have been given to the Service Provider.
- 4.6 The Service Provider shall, upon the Engineer's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is *incompetent or negligent*.
- 5. Co-operation with other services providers**
- 5.1 If interaction with other service providers is required the Service Provider is expected to act professionally and any requests for meetings are to be made via Umgeni Water. All meetings are to be chaired by an Umgeni Water personnel / representative.
- 5.2 The Service Provider shall, in accordance with the Engineer's instructions, afford to other Service Providers engaged by the Employer to work on the Site and persons lawfully upon the Site all reasonable opportunities for carrying out their work provided that the same shall not obstruct or disturb the progress of the Works. The Service Provider shall also afford such opportunities to the Employees of the Employer.
- 6. Brief**
- 6.1 The Service Provider shall provide all Service Provider's equipment necessary to complete the Works.
- 6.2 The Service Provider shall be entitled to use for the purposes of the Works such supplies of electricity, water and other services as may be available on the Site and of which details are given in the Preamble. The Service Provider shall pay the Employer a fair price for such use. The Service Provider shall at his own cost provide any apparatus necessary for such use.
- 6.3 The Service Provider shall from time to time during the progress of the Works clear away and remove all surplus materials and rubbish. On completion of the Works the Service Provider shall remove all Service Provider's equipment and leave the entire Site and the Works clean and in a workmanlike condition, to the satisfaction of the Engineer.
- 6.4 All equipment to be supplied shall be new and all work to be done shall be executed in the manner set out in the Contract.

- 6.5 Where the manner of supply and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognised good practice.
- 6.6 Before the works are handed over in accordance with clause 10.7 the Service Provider shall supply operation and maintenance manuals together with drawings of the works as built. These shall be in such detail as will enable Employer to operate, maintain, adjust and repair all parts of the works.
- 6.7 All manuals and drawings shall be in English language and in such form and numbers as stated in the O&M manual specification.
- 6.8 The works shall not be considered complete for the purposes of taking over until such manuals and drawings have been supplied to the Employer.
- 7. Reference data**
- 7.1 *Umgeni Water's O&M Manuals Standard Specification.*
- 7.2 *Functional design specifications*
- 7.3 *Manufacturers' specifications*
- 7.4 *Umgeni Water Particular Specifications*
- 7.5 *Umgeni Water Standard Specifications for Mechanical Works*
- 8. Applicable national and international standards**
All materials and equipment supplied must comply to relevant SANS standards.
- 9. Particular/Generic specifications**
N/A
- 10. Completion of work**
- 10.1 The Works shall be completed and shall have passed the Tests on Completion within the Time for Completion.
- 10.2 The Service Provider shall give to the Engineer a minimum of 1 days' notice of the date after which he will be ready to make the Tests on Completion (the Tests). Unless otherwise agreed, the Test shall take place within 3 days after the said date on such day or days as the Engineer shall notify the Service Provider.
- 10.3 If the Engineer fails to appoint a time after having been asked to do so, or does not attend at the time and place appointed, the Contractor shall be entitled to proceed with the Tests in his absence. The Tests shall then be deemed to have been made in the presence of the Engineer and the results of the Tests shall be accepted as accurate.
- 10.4 If the Tests are being unduly delayed by the Service Provider, the Engineer may by notice require the Contractor to make the Tests within 5 days after the receipt of such notice. The Service Provider shall make the Tests on such days within that period as the Service Provider may fix and of which he shall give notice to the Engineer. If the Service Provider fails to make the Tests within 5 days the Engineer may himself proceed with the Tests. All Tests so made by the Engineer shall be at the risk and cost of the Service Provider and the cost thereof shall be deducted from the Contract Price. The Tests shall then be deemed to have been made in the presence of the Service Provider and the results of the Tests shall be accepted as accurate.
- 10.5 Except where otherwise specified, the Employer shall provide free of charge such labour, materials, electricity, fuel, water, stores, apparatus and feedstock as may be reasonably required by the Service Provider to carry out the Tests.

- 10.6 If the Works or any Section fails to pass the Tests on the repetition thereof, the Engineer, after due consultation with Service Provider, shall be entitled to:-
- (a) order one further repetition of the Tests, or
 - (b) reject the Works or Section in which event the Employer shall have the same remedies against the Service Provider as are provided under Sub-Clause 16.5 or
 - (c) issue a Taking-Over Certificate, if the Employer so wishes, notwithstanding that the Works are not complete.
- 10.5 The Contract Price shall then be reduced by such amount as may be agreed by the Employer and the Service Provider or, failing agreement, as may be determined by arbitration.
- 10.6 As soon as the Works or Section thereof has passed the Tests, the Engineer shall issue a Certificate to the Service Provider to that effect.
- 10.7 The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Works for their intended purpose, have passed the Tests on Completion and a Taking-Over Certificate has been issued or deemed to have been issued.
- 10.8 The Employer shall not use any part of the Works unless a Taking-over Certificate has been issued in respect thereof. If nevertheless the Employer uses any part of the Works, that part which is used shall be deemed to have been taken over at the date of such use. The Engineer shall on request of the Service Provider issue a Taking-Over Certificate accordingly. If the Employer uses any part of the Works before taking over the Service Provider shall be given the earliest opportunity of taking such steps as may be necessary to carry out the Tests on Completion.
- 11. Quality Management**
- 11.1 The Service Provider must have an ISO 9001 quality management system or equivalent in place. A copy of the certificate / plan must be submitted as returnable T2.2.14.
- 11.2 The Service Provider shall give the Engineer full opportunity to examine, measure and test any work on Site which is about to be covered up or put out of view. The Service Provider shall give due notice to the Engineer whenever such work is ready for examination, measurement or testing. The Engineer shall then, unless he notifies the Service Provider that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.
- 11.3 If so instructed by the Engineer, the Service Provider shall expose any parts of the Works. The Service Provider shall reinstate and make good such parts to the Engineer's satisfaction. If any parts of the Works have been covered up or put up out of view by the Service Provider after complying with Sub-clause 15.2 and are found to be in accordance with the Contract the cost incurred by the Service Provider in complying with the Engineer's instructions including profit shall be certified by the Engineer and added to the Contract Price.
- 11.4 The Engineer may, if so provided in the Contract or with the Service Provider's consent, consent, delegate inspection and testing of Plant to an independent inspector. Any such delegation shall be affected in the manner required by Sub-Clause 15 and for this purpose such independent inspector shall be considered as an Engineer's Representative. Notice of such appointment (being not less than 3 days) shall be given by the Engineer to the Service Provider.
- 11.5 The Engineer shall be entitled during work execution to inspect, examine and test the materials and workmanship, and check the progress of manufacture / execution of all equipment to be supplied under the Contract. This shall take place on the Service Provider's premises during working hours. If Plant is being manufactured on other premises, no such inspection, examination or testing shall release the Service Provider from any obligation under the Contract.

- 11.6 The Service Provider shall agree with the Engineer the time and place for the testing of any Plant as provided in the Contract. The Engineer shall give the Service Provider 24 hours' notice of his intention to attend the tests. If the Engineer does not attend on the date agreed, the Service Provider may, unless the Engineer instructs the Service Provider not to do so, proceed with the tests, which shall be deemed to have been made in the Engineer's presence. The Service Provider shall forthwith forward to the Engineer duly certified copies of the test results. If the Engineer has not attended the test, he shall accept the validity of the test readings.
- 11.7 Where the Contract provides for tests on the premises of the Service Provider or of any Sub-contractor, the Service Provider shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently.
- 11.8 When Plant has passed the tests referred to in this Clause, the Engineer shall furnish to the Service Provider a certificate or endorse the Service Provider's test certificate to that effect.
- 11.9 If, as a result of the inspection, examination or testing referred to in Clause 15, the Engineer decides that any Plant is defective or otherwise not in accordance with the Contract, he may reject such Plant and shall notify the Service Provider thereof immediately. The notice shall state the Engineer's objections with reasons. The Engineer shall not reject any Plant for minor defects which do not affect the commercial operation of such plant. The Service Provider shall then with all speed make good the defect or ensure that any rejected Plant complies with the Contract. If the Engineer requires such Plant to be retested, the tests shall be repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall be deducted from the Contract Price.
- 11.10 The Service Provider shall apply in writing to the Engineer for permission to deliver any Plant or Service Provider's equipment to the Site. No Plant or Service Provider's Equipment may be delivered to the Site without the Engineer's written permission. The Service Provider shall be responsible for the reception on Site of the Plant and Service Provider's Equipment.
- 11.11 The Engineer may at any time instruct the Service Provider to:-
(a) suspend the progress of the Works, or
(b) suspend delivery of Plant or Service Provider's Equipment which is ready for delivery to the Site at the time for delivery specified in the Programme, or if no time is specified, at the time appropriate for it to be delivered, or
(c) suspend the installation of Plant which has been delivered to the Site.
- 11.12 The additional costs incurred by the Service Provider in protecting, securing, and insuring the Works or Plant and in following the Engineer's instructions under Sub-clause 15.11 and in resumption of the work, shall be added to the Contract Price. The Service Provider shall not be entitled, to be paid any additional costs if such suspension is necessary by reason of a default on the part of the Service Provider. The Service Provider shall not be entitled to any additional costs unless he notifies the Engineer of his intention to make such claim, within 14 days after receipt of the order to suspend progress or delivery or of the date of deemed suspension under Sub-clause 15.11.

12. Defects

- 12.1 Where any part of the Works is taken over separately from the Works the Defects Liability Period for that part shall commence on the date it was taken.
- 12.2 The Service Provider shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:-
(a) any defective materials, workmanship or design, or
(b) any act or omission of the Service Provider during the Defects Liability Period.
The Service Provider shall make good the defect or damage as soon practicable and at his own cost.

- 12.3 If any such defect appears or damage occurs, the Employer or the Engineer shall forthwith notify the Service Provider thereof.
- 12.4 The provisions of this Clause shall apply to all replacements or renewals carried out by the Service Provider as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only part of the Works is affected the Defects Liability Period shall be extended only for that part.
- 12.5 If the Service Provider fails to remedy a defect or damage within a reasonable time, the Employer may fix a final time for remedying the defect or damage. If the Service Provider fails to do so, the Employer may:-
- (a) carry out the work himself or by others at the Service Provider's risk and cost, provided that he does so in a reasonable manner. The costs properly incurred by the Employer in remedying the defect or damage shall be deducted from the Contract Price, but the Service Provider shall be deducted from the Contract Price, but the Service Provider shall have no responsibility for such work, or
 - (b) require the Service Provider to grant the Employer a reasonable reduction in the Contract Price to be agreed or fixed by arbitration, or
 - (c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or a part thereof, he may terminate the Contract in respect of such sums of the Works, as cannot be put to the intended use.
- 12.6 The Employer shall to the exclusion of any remedy under Clause 24 be entitled to recover all sums paid in respect of such parts of the returning Plant to the Service Provider or otherwise disposing of it in accordance with the Service Provider's instructions.
- 12.7 If the defect or damage is such that repairs cannot be expeditiously carried out on the Site, the Service Provider may, with the consent of the Engineer or the Employer remove from the Site for the purposes of repair any part of the Works which is defective or damaged.
- 12.8 If the replacements or renewals are such that they may affect the performance of on Completion of the Works, the Employer may request that Tests on Completion be repeated to the extent necessary.
- 12.9 The request shall be made by notice within 28 days after the replacement or renewal. The Tests shall be carried out in accordance with Clause 15.
- 12.10 When the Defects Liability Period for the Works or any part thereof has expired and the Service Provider has fulfilled all his obligations under the Contract for defects in the Works or that part, the Engineer shall issue within 28 days to the Employer and the Service Provider a Defects Liability Certificate to that effect.

13. Format of communications

All formal communication shall be undertaken in writing by email, fax or hard copy letter with the Umgeni Water's Representative. All reports are to be compiled in Microsoft word and must be made available on CD, *save where indicated differently in the O&M Manual standard specification.*

14. Key personnel

1. Technical Expert
2. Artisan

With reference to C.1.2 PART 2: Clause 5.5, the Key Persons as specified in T2.2.17 are to be Principals or permanent employees of the firm. Depending on the specific project requirements

one individual may occupy more than one position. Any Key Personnel replaced shall be done so with equivalently qualified person.

15. Management meetings

Performance review meeting shall be held once every semester in Umgeni Water's premises in Pietermaritzburg or Pinetown and must be attended by the following personnel:

- Contracts Manager

16. Obligations of Umgeni Water

16.1 The Employer shall in reasonable time grant the Service Provider access to and possession of the Site, which may, however, not be exclusive to the Service Provider. The Employer shall to the extent stated in the Specification provide means of access for the delivery of all Plant and Service Provider's equipment to the Site.

16.2 The Employer shall assist the Service Provider in ascertaining the nature and extent of any laws, regulations, orders or bye-laws, and customs in the country where the Plant is to be erected, which may affect the Service Provider in the performance of his obligation under the Contract. The Employer shall if so requested procure for the Service Provider copies thereof and information relating thereto at the Service Provider's cost.

16.3 Any building, structure, foundation or means of access on the Site to be provided by the Employer shall be in a condition suitable for the reception, movement, installation and maintenance of the Works within the time or times indicated in the Programme. The Employer shall in due time obtain or grant all consents including permits-to-work, way leaves and approvals required for the Works.

17. Electronic payments

The service provider will be paid electronically through the normal Umgeni Water procedures.

18. Ownership of plant / equipment

Plant to be supplied pursuant to the Contract shall become the property of the Employer at whichever is the earlier of the following times:-

- (a) when Plant is delivered to Site, or
- (b) when the Service Provider becomes entitled to payment of the value of the Plant.

19. Professional indemnity insurances

N/A.

20. Default

20.1 If the Service Provider is not executing the Works in accordance with the Contract or is neglecting to perform his obligations thereunder so as to seriously affect the carrying out of the Works, the Engineer may give notice to the Service Provider requiring him to make good such failure or neglect.

20.2 If the Contractor:

- (a) has failed to comply within reasonable time with a notice under Sub-Clause 24.1, or
- (b) assigns the Contract or Subcontracts the whole of the Works without the Employer's written consent, or
- (c) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation,

The Employer may, after having given 7 days' notice to the Service Provider, terminate the Contract and expel the Service Provider from the Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, the Engineer or the Service Provider under the Contract. The Employer may upon such termination complete the Works himself or by any other Service Provider.

- 20.3 The Engineer shall, as soon as possible after such termination, certify the value of the Works and all sums then due to the Service Provider as at the date of termination.
- 20.4 The Employer shall not be liable to make any further payments to the Service Provider until the Works have been completed. When the Works are so completed, the Employer shall be entitled to recover from the Service Provider the extra costs, if any, of completing the Works after allowing sum due to the Contractor under Sub-Clause 24.3. If there is no such extra cost the Employer shall pay any balance due to the Contractor.
- 20.5 The Service Provider's liability shall immediately cease when the Employer expels him from the Site without prejudice to any liability thereunder that may have already occurred.

21. Operating hours

Start: 07:15

Finish: 16:00

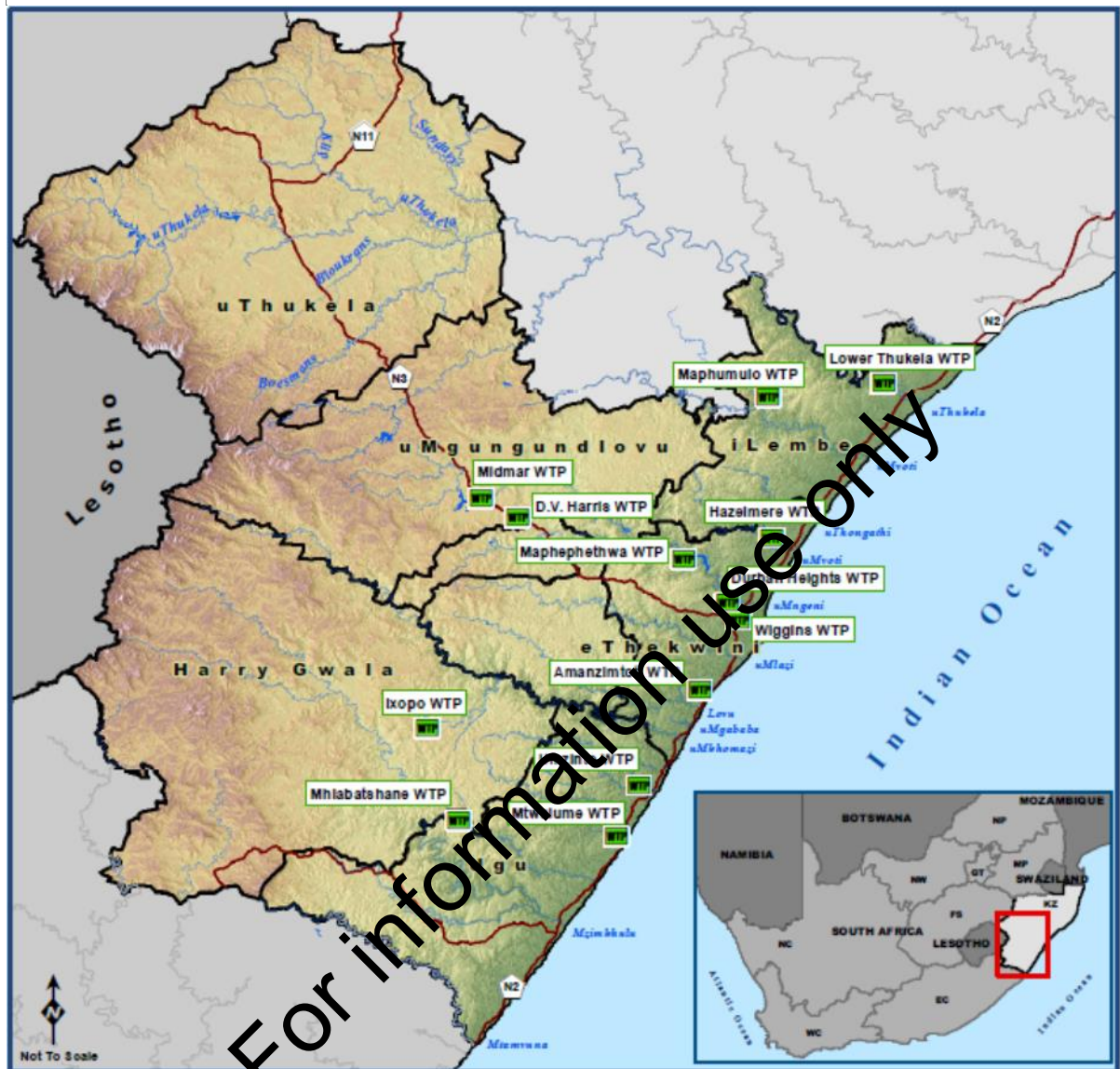
Note that with prior arrangements, the Maintenance personnel is available after hours for urgent and emergency work only.

22. Proof of compliance with the law

Proof of statutory / professional registration is required for key personnel as applicable in the following fields:

- Electrical Technician / Artisan that are doing LV must have a Wiremens license and those in MV must have a Masters License and Switching Certificate.
- Mechanical Technician / Mechanical Fitter that is in possession of a Trade Test Certificate.
- The Service Provider doing installations and maintenance of medium voltage systems must be registered with the Department of Labour.

PART C4: SITE INFORMATION



PART C5: ANNEXURES - LIST OF EXISTING BRANDS AND MODELS

Equipment Type	Manufacturer	Details, model numbers, sizes, etc
GRAVITY THICKENERS AND CLARIFIERS	CYCLO	10 m diameter and diameters within a range of ± 9 m diameter Clarifier
		20 m diameter and diameters within a range of ± 9 m diameter Clarifier
		30 m diameter and diameters within a range of ± 9 m diameter Clarifier
		40 m diameter and diameters within a range of ± 9 m diameter Clarifier
		50 m diameter and diameters within a range of ± 9 m diameter Clarifier
		60 m diameter and diameters within a range of ± 9 m diameter Clarifier
		70 m diameter and diameters within a range of ± 9 m diameter Clarifier
		80 m diameter and diameters within a range of ± 9 m diameter Clarifier
		90 m diameter and diameters within a range of ± 9 m diameter Clarifier
		100 m diameter and diameters within a range of ± 9 m diameter Clarifier
		Camella Clarifier
		12,2 m diameter Clarifier
		21.34m diameter clarifier
		35 m Clarifier
		26 m Clarifier



CONTRACT NO: 2022/071

**MAINTENANCE, SERVICING AND SPARES SUPPLY CONTRACT FOR GRAVITY THICKENERS
AND CLARIFIER EQUIPMENT WITHIN UMGENI WATER – THREE YEARS FRAMEWORK
CONTRACT (PANEL OF CONTRACTORS)**

VOLUME 3 – Annexures

Issued by:

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Pietermaritzburg

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PART C6: ANNEXURES – CONTRACTOR SHE AGREEMENT

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For information use only

1.0 PREAMBLE AND LEGAL

- 1.1 The following Rules for Contractors on Site are intended to assist Contractors and the Management of Umgeni Water in controlling and supervising our work environment in order to minimise the probability of an incident which could result in an injury, accident, fire or loss. This document is also a **material contractual condition** prior to work being undertaken at Umgeni Water. The Contractor shall include by definition, Sub-Contractor and/or their respective employees and the Contractor - unless agreed separately in writing - shall undertake the responsibilities and liability of Sub-Contractors employed by the Contractor. The Contractor shall conform with the provisions of any Act, in particular the Occupational Health and Safety Act, Act N° 85 of 1993 and Compensation for Occupational Injuries and Diseases Act, Act N° 130 of 1993.
- 1.2 Every employee of the Contractor has the authority and responsibility to report to his own and Umgeni Water Management, or any Safety Representative, any operation or deficiency which contravenes the items listed in these rules so that remedial action may be taken.
- 1.3 In all cases the Contractor shall ensure that the works are carried out in accordance with all the Statutory requirements of Safety Legislation and any General and Special Conditions of Contract with Umgeni Water applicable to any specific contract.
- 1.4 Wherever applicable, the Contractor is to:-
- Provide any information as may be required by completion or insertion in the appropriate place/space provided in this document.
 - Ensure that every page of this document is appropriately signed, thereby also signifying the Contractors' acceptance of all the rules and conditions contained in that page.

2.0 INDEMNITY

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

3.0 NON-COMPLIANCE

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

4.0 HEALTH AND SAFETY RULES

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

- 4.1 It is a condition of contract that your workmen and any sub-contractors and/or their respective employees be covered in terms of the Compensation for Occupational Injuries and Diseases Act N° 130 of 1993.
- 4.1.1 The Contractor must provide Umgeni Water with a certificate of good standing from the Commissioner and the Compensation Registration number.

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

Registration N° *

*

To be inserted by Contractor

- 4.1.2 This Declaration of the Compensation Registration number shall confirm that the Contractor's employees and all Sub-Contractor's employees are covered in terms of the Compensation for Occupational Injuries & Diseases Act N° 130 of 1993. This cover shall remain in force whilst any such employees are present on the site.
- 4.2 The responsibilities and liabilities imposed by the Occupational Health and Safety Act N° 85 of 1993 shall devolve onto the Contractor, in terms of Section 37(2) of this Legislation. In terms hereof the Contractor shall:-
- 4.2.1 confirm by his signature on the "Declaration" that he shall not endanger the health and safety of Umgeni Water employees and any other person in any way, whilst performing any work on the site;
- 4.2.2 ensure that all work performed on the site shall be performed under the close supervision of the Contractor and that all the Contractor's competent employees are to be educated and made aware of the hazards associated with any work that the Contractor performs;
- 4.2.3 ensure full training of all his employees on Occupational Health and Safety aspects, although Umgeni Water employees shall not specifically direct the actual manner in which the work is undertaken unless this is patently unsafe;
- 4.2.4 assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Originator of the Contract, Umgeni Water;

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

Identity number: *

*

To be inserted by Contractor

- 4.2.5 ensure that he familiarises himself with all requirements of the Occupational Health and Safety Act and its Regulations, and that he, his employees and any **sub-contractor employed by yourself**, comply with them;
- 4.2.6 appoint competent employees who shall be trained on any specific Occupational Health and Safety aspect pertinent to them, or to the work that is to be performed;
- 4.2.7 issue SABS approved Personal Protective Equipment as required e.g. appropriate protective clothing, hearing protection, respirators and head protection must be worn in areas so demarcated;
- 4.2.8 enforce safe work practices and make all employees conversant with the contents of these practices, and discipline his employees in the event of non-conformance with these practices;
- 4.2.9 ensure that no unsafe equipment/machinery and/or articles shall be used on the site - where a Contractor hands over to Umgeni Water any item of plant, equipment or special tools, the Contractor shall be responsible for ensuring that the items or plant, equipment or special tools are handed over in such condition that they may be safely used for the purposes for which they were intended (refer to Section 10 of the said Act);
- 4.2.10 report all incidents referred in Section 25 & 26, and General Administration Regulation 6, of the Occupational Health and Safety Act to the Department of Labour as well as to the Originator of the Contract, Umgeni Water, who shall further be provided with copies of any written documentation relating to any incident.

- 4.3 Note that Umgeni Water hereby obtains an interest in the issue of any Formal Inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving a Contractor and/or his Sub-Contractor and/or their respective employees.
- 4.4 The Contractor shall provide its own ladders, trestles, scaffolding, GRAVITY THICKENERS AND CLARIFIERing tackle and tools and ensure that they comply to the Standards pertaining to such equipment described in the Occupational Health and Safety Act 85 of 1993.
- 4.5 All clauses in this Contract pertaining to Health and Safety form an integral part of this contract and if not complied, with may be construed as breach of contract.
- 4.6 Umgeni Water reserves the right to take whatever steps or action necessary to enforce all clauses pertaining to Health and Safety. However, this does not relieve the Contractor in any way whatsoever for responsibility for its own Health and Safety or that of it's employees, Mandatories or Agents.
- 4.7 The Contractor will certify, with his signature on said Contract, that he is aware of the onus placed on him in terms of the Occupational Health Safety Act 85 of 1993 and amendments and, that his employees have been versed in the same. Umgeni Water is not responsible for the health and safety of the Contractor's employees.

5.0 DESIGNATED AREA

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

6.0 SECURITY

- 6.1 The Contractor shall ensure that all tools and materials are kept under lock and key. Umgeni Water is not responsible for the loss of the Contractor's equipment as a result of any cause whatsoever.
- 6.2 Umgeni Water reserves the right for security guards to search persons or vehicles entering or leaving the premises. It is also a requirement that the Contractor and every one of his employees **specifically and individually**, consent to such security checks and searches by completing the prescribed form, as contained in Appendix 1, before first entry on to Umgeni Water's site. This requirement may be waived or varied at the sole discretion of Umgeni Water.

7.0 PERMITS

- 7.1 The Contractor shall not perform work for which the issuing of a permit is required **prior** to the obtaining of a duly completed and approved permit.
- 7.2 The following are included as hazardous tasks and may not be carried out by the Contractor unless a work permit has been duly authorised by the relevant Umgeni Water Representative:-
- (i) Any blasting
 - (ii) Cutting or welding in any fire risk area
 - (iii) Working at a height of more than 2 metres
 - (iv) Working with hazardous substances (e.g. flammable liquids, toxic chemicals, metal fumes, dusts, mists etc.)
 - (v) Working inside confined spaces (e.g. receiving vessels, pipelines etc.)
 - (vi) Working with pressure vessels
 - (vii) Working in electrical lock-out installations
 - (viii) Breaking into any live water main.

8.0 USE OF UMGENI WATER'S EQUIPMENT

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

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

9.0 ENVIRONMENTAL AND POLLUTION CONTROL

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

The following general environmental rules must be complied with:

9.1 Good Housekeeping

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

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

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

9.2 Hazardous Materials

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

9.3 Waste Handling & Disposal

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

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

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

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

9.4 Spills/Leaks

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

9.5 Noise and Nuisance

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

10.0 ALCOHOL OR INTOXICATING SUBSTANCES

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

11.0 AWARENESS OF IDENTIFIABLE POTENTIAL HAZARDS

- 11.1 Prior to commencement of any work on an Umgeni Water site, the appropriate Umgeni Water Representative will take every care to indicate and explain to the Contractor any identifiable potential hazard/s specific to any particular site.
- 11.2 After the Umgeni Water Representative has indicated and explained to the Contractor any identifiable potential hazard/s specific to a site, he will detail any such hazards on Appendix 2 hereto and the Contractor must then complete and sign Appendix 2 in acknowledgement thereof.
- 11.3 It must be noted that the requirements contained in paragraphs 11.1. and 11.2 above are singularly and specifically applicable to each and every Umgeni Water site where contractors are employed.

For information use only

UMGENI WATER

RULES FOR CONTRACTORS ON SITE

DECLARATION

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

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

Authorised Signature: Date:

Print Name:

Name of Firm:

Address:

Witnesses: 1.

2.

For information use only

UMGENI WATER
RULES FOR CONTRACTORS ON SITE

APPENDIX 1: CONSENT TO SECURITY CHECKS INCLUDING SEARCHES

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

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

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

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

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

SIGNATURE: DATE:

Witnesses: 1. DATE:

2. DATE:

NAME OF CONTRACTOR:

ADDRESS:

.....

UMGENI WATER

RULES FOR CONTRACTORS ON SITE

APPENDIX 2:

ACKNOWLEDGEMENT OF AWARENESS OF SPECIFIC SITE
IDENTIFIABLE POTENTIAL HAZARDS

[To be completed on site]

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

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

SIGNATURE: DATE:

Witnesses: 1. DATE:
2. DATE:

NAME OF CONTRACTOR:

ADDRESS:

SHE AGREEMENT

Entered into and between

.....
(Hereafter referred to as "the Employer")

And

.....
(Hereafter referred to as "the Mandatory")

.....
(COID Registration Number)

WHEREAS the Employer has entered into a contract, with the Mandatory, in terms of which the Mandatory is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

AND WHEREAS pursuant to the provisions of the applicability of the Occupational Health and Safety Act 85 of 1993, as amended, and regulations thereto, the Employer and the Mandatory have entered into this Agreement, the terms and conditions of which are set out hereunder.

1. DEFINITIONS

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1 Expressions which denote:
 - 1.1.1 Any gender shall include the other genders;
 - 1.1.2 A natural person shall include a juristic person and visa versa;
 - 1.1.3 The singular shall include the plural and vice versa;
- 1.2 **Agreement** shall mean this document containing its terms and conditions as applicable to the parties thereto;
- 1.3 **Employer** shall mean the party as described on the face of this document;
- 1.4 **Employees** shall mean all Employees, servants, contractors, sub-contractors, agents, invitees and the like of the **Mandatory**;
- 1.5 **Chief Executive Officer** shall mean such responsible person as is nominated by the Mandatory, pursuant to the provisions of clause 4 hereunder;
- 1.6 **Mandatory** shall mean the party as described on the face of this document;
- 1.7 **OHS Act** shall mean the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto;
- 1.8 **Premises** shall mean all such Premises of the Employer, where the Mandatory and the Employees perform work or render a service for and on behalf of the Employer;

2. WARRANTY OF COMPLIANCE

- 2.1 In terms of this Agreement the Mandatory warrants that he has familiarised himself with the working environment and that he agrees to the arrangements and procedures, as prescribed by the Employer, and as provided for in terms of Section 37(2) of the OHS Act, for the purposes of compliance with the OHS Act.
- 2.2 The Mandatory acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and the Employees are to perform on the Premises shall be the obligation of the Mandatory.
- 2.3 The Mandatory further warrants that he and/or the Employees undertake to maintain all necessary compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of this Agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and the Employees.
- 2.4 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the Premises is not endangered by the conduct and/or activities of the Employees whilst they are on the Premises.
- 2.5 Notwithstanding the above, the Mandatory confirms that it is familiar with and will comply with the Umgeni Water Rules, a copy of which is available on request.

3. MANDATORY AN EMPLOYER

The Mandatory shall be deemed to be an employer in his own right whilst on the Employer's Premises. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his Chief Executive Officer.

4. APPOINTMENTS AND TRAINING

- 4.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer and be part of the Construction Regulations on-site File.
- 4.2 The Mandatory warrants that he has familiarized himself with the hazards associated with the work being carried out on the premises. The Mandatory shall further ensure that the Employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Premises. Without derogating from the afore-going, the Mandatory shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 4.3 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and Employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.

5. SUPERVISION, DISCIPLINE AND REPORTING

- 5.1 The Mandatory shall ensure that where applicable all work performed on the Premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his Employees regarding non-compliance by such Employee with any health and safety matter.
- 5.2 The Mandatory shall further ensure that the Employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he in turn immediately reports these in writing, to the Employer.

6. ACCESS TO THE OHS-ACT

The Mandatory shall ensure that he has an updated copy of the OHS Act available at all times, and that this is accessible to his appointed responsible persons and Employees, save that the parties may make arrangements for the Mandatory and his responsible appointed persons to have access to the Employer's copies of the said Act.

7. CO-OPERATION

- 7.1 The Mandatory and/or its responsible persons and Employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 7.2 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

8. WORK PROCEDURES

- 8.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall furthermore ensure that his responsible persons and Employees are familiar with and utilise the documents.
- 8.2 The Mandatory shall implement and enforce safe work practices as prescribed by the Employer, and he shall ensure that his responsible persons and Employees are made conversant with the contents of these practices and that they adhere to such procedures.
- 8.3 The Mandatory shall ensure that the Employees, prior to the obtaining of such a permit, do not perform work for which a permit is required.

9. HEALTH AND SAFETY MEETINGS

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s), and ensure that the Employees, being the committee members, hold health and safety meetings as often as may be required, and at least once every 3 (three) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

10. COMPENSATION REGISTRATION

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force whilst any such Employee is present on the Premises.

11. MEDICAL EXAMINATIONS

The Mandatory shall ensure that all the Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of the work they are to perform.

12. INCIDENT REPORTING AND INVESTIGATION

- 12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 12.2 The Employer retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

13. SUB-CONTRACTORS

- 13.1 The Mandatory shall notify the Employer of any sub-contractor he may wish to engage to perform work on the Premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the sub-contractor prior to the

sub-contractor commencing with the work. Without derogating from the generality of this paragraph:

- 13.1.1 The Mandatory shall ensure that training as discussed in paragraph 5, above, is provided, prior to the sub-contractor commencing work on the Premises.
- 13.1.2 The Mandatory shall ensure where applicable that work performed by the sub-contractor is done under strict supervision and discipline, as described in paragraph 6, above.
- 13.1.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the sub-contractor may have brought to his attention.
- 13.1.4 The Mandatory shall inform the Employer of any difficulty encountered with regard to compliance by the sub-contractor to any health and safety instruction, procedure and/or legal provision applicable to the work the sub-contractor performs on the Premises.

14. SECURITY AND ACCESS

- 14.1 The Mandatory and its Employees shall only access and exit the Premises through the designated construction area gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that the Employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the Premises.
- 14.2 The Mandatory and the Employees shall not enter into any area of the Premises which is not directly associated with the work.
- 14.3 The Mandatory shall ensure that all materials, machinery or equipment brought by it onto the Premises are registered at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Premises.
- 14.4 The Mandatory shall submit to the Employer, for approval, all the names of each proposed Employee prior to such Employee entering the Premises.

15. FIRE PRECAUTIONS AND FACILITIES

- 15.1 The Mandatory shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed on the Premises. The parties may mutually make arrangements for the provision of such facilities, subject to such arrangements being recorded in writing by the parties thereto.
- 15.2 The Mandatory shall further ensure that the Employees are familiar with fire precautions at the Premises, which include fire alarm signals and emergency exits and that such precaution, are adhered to.

16. HYGIENE AND CLEANLINESS

The Mandatory shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the work site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste materials regularly and on completion of any work performed by the Mandatory and the Employees.

17. NO NUISANCE

The Mandatory shall ensure that neither he nor the Employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the Employer and/or his surroundings.

18. INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the site, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19. PERSONAL PROTECTIVE EQUIPMENT

The Mandatory shall ensure that his responsible persons and the Employees are provided with adequate personal protective equipment (PPE) for the work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and the Employees wear the PPE issued to them at all relevant times.

20. PLANT, MACHINERY AND EQUIPMENT

20.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Premises is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of the OHS Act.

20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises, or manufactured, sold or supplied to or for the Employer, and which the Mandatory uses at work complies with all the prescribed requirements and will be safe and without risks to health when properly used.

21. NO USAGE OF THE EMPLOYER'S EQUIPMENT

The Mandatory hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case, the Mandatory shall ensure that only those persons authorized to make use of the same, have access thereto.

22. TRANSPORT

22.1 The Mandatory shall ensure that all road vehicles used on the Premises are in a roadworthy condition, are licensed and insured. All drivers shall have relevant valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the Premises.

22.2 In the event that any hazardous substances are to be transported on the Premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

23. INDEMNITY BY MANDATORY

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Employer and the Mandatory:

23.1 The Employer shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatory or to the Employees, and the Mandatory hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein provided that such loss, damage, injury or death is not caused by the wilful action or omission or gross negligence of the Employer.

23.2 The Mandatory hereby assumes liability for any loss or damage which is caused by the Mandatory's negligence, or through the negligence of any of the Employees, and the Mandatory hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatory's breach of any of the terms of this Agreement, or by delict.

23.3 The Mandatory in pursuance of this clause 24, undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand by the Employer.

24. CLARIFICATION

In the event that the Mandatory requires clarification of any of the terms or provisions of this Agreement, it should contact the appropriate and designated representative of the Employer, whose clarification in terms hereof must be in writing.

25. DURATION OF AGREEMENT

This Agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or whilst any of the Employees are present on the Premises.

26. HEADINGS

The headings as contained in this Agreement are for reference purposes only, and shall not be construed as having any interpretative value in them, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____ Signature: _____
PRINT NAME *for and on behalf of THE EMPLOYER*
He being duly authorised

SIGNED AT _____ ON THE ____ DAY OF _____ Year _____

Name: _____ Signature: _____
PRINT NAME *for and on behalf of THE MANDATORY*
He being duly authorised

NOTE:

Please ensure that each person signing for and on behalf of the Employer and the Mandatory initials all pages.

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

For information use only