TENDER NO: 2021/062

APPOINTMENT OF GRASS CUTTING AND BUSH CLEARING IN THE FOLLOWING LOCAL MUNICIPALITIES: MPOFANA, UMSHWATI, UMNGENI, UMKHAMBATHINI, RICHMOND AND UMSUNDUZI.

VOLUME 1 – Tendering Procedures and Returnable Documents

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Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone: 033-341 1075

Name of Tenderer: .....

National Treasury CSD Number: .....

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

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Tender Number: 2021/062

Tender Title: **Appointment of Co-operatives for Grass Cutting Services and Bush Clearing in Mpofana, Umshwathi, Umngeni, Umkhambathini, Richmond and Umsunduzi Local Municipalities**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

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

Appointment of Co-operatives for Grass Cutting Services and Bush Clearing in Mpofana, Umshwathi, Umngeni, Umkhambathini, Richmond and Umsunduzi Local Municipalities

Evaluation method:

Pre- qualification Criteria: **Only tenderers who reside within the respective Municipality can tender for work in that particular Municipality. Tenderers can only tender in one Municipality.**

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

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

Instruction for accessing and for the submission of tender documents.

How to Access Tender documents

Tender documents are available free of charge from the Supply Chain Management Office. Tenderers must produce proof that they are registered Co-Operatives and proof of address within Mpofana, Umshwathi, Umngeni, Umkhambathini, Richmond and Umsunduzi Local Municipality.

Documents will only be issued, during working hours from 09h00 to 15h00 from 16 August to 27 August 2021.

NO TENDER DOCUMEMTS WILL BE ISSUED AFTER THE STIPULATED ISSUING PERIOD INDICATED ABOVE AND NO CONCESSIONS WILL BE MADE.

Queries relating to the issue of these documents shall be addressed to: Ms. Zamah Gasa, Tel No.: 033 341 1075, e-mail: Zamah.gasa@umgeni.co.za

A compulsory Site Visit will be held for this tender details as follows;
Venue: Umgeni Water Regional Office
Date: 31 August 2021
Time: 11h00

NB: No tender documents will be issued at the Site Meeting, Tenderers to ensure that they print tender documents in advance.

The closing time for submission of tenders is 12h00 on 30 September 2021.

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,

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Attention: Supply Chain Management
Email: appeals@umgeni.co.za

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

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

For any other tender adverts, please visit this website.

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

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

The conditions of tender are the Umgeni Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from Umgeni Water Supply Chain Management office or can be downloaded from the following web site:
www.umgeni.co.za/sustainable_development/sud.asp

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

F.3.8 Test for responsiveness
Sub-Clause F.3.8.1 Add the following new sub-clause:
"d) Meets the minimum Functionality requirement stated in the Tender Data."

F3.11.5 Method 4: Financial offer, quality and preferences
Delete this Clause in its entirety and substitute with:

> **"F.3.11.5 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."

Clause F.3.11.9 Scoring Quality
Substitute the word 'quality' wherever it appears with the word 'functionality'.

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**
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is : **Tender Queries**

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	Name: Zamah Gasa Address: **310 Burger Street, Pietermaritzburg, 3201** Tel: 033 – 341 1075 Fax: 033 – 341 1101 E-mail: Zamah.gasa@umgeni.co.za
	F.1.5 The Purchaser's right to accept or reject any tender offer
F.1.5.2	The minimum period will be 3 months
	F.2.1 Eligibility
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; b) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; d) the Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. e) The Tenderer must comply with the Preferential Procurement Policy Framework Act 2000 (Preferential Procurement Regulations 2017) the following are identified as targeted groups: Co-operatives owned by black people. f) tenderers are required to be Co-operatives registered with the Companies and Intellectual Property Commission (CIPC) *g)* Tenderers are required to have a physical address that they reside within the Umngeni Local Municipality, Mpofana Local Municipality, Umshwathi Local Municipality, Richmond Local Municipality, Umkhambathini Local Municipality and Umsunduzi Municipality
	F.2.7 Clarification meeting
F.2.7	There is a clarification meeting, the details for which are stated in the Tender Notice and Invitation to Tender / no clarification meeting.
F.2.7	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers 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

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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 **90 days** from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	Access shall be provided for the following inspections, tests and analysis:
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his tender: 1) A Tax Compliance Status (TCS) letter (with pin) issued by the South African Revenue Services. *2)* A **valid affidavit or a certified copy** B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME *3)* Central Supplier Database (CSD) Report *4)* Proof of good standing in terms of COID Act *5)* Certificate of independent bid determination *6)* Co-operative registration certificate
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F.3.11 Evaluation of tender offers
F.3.11.3 F.3.11.7 F.3.11.8	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference) in accordance with F.3.11.3 using formula 2 in F.3.11.7

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	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
	F3.18 Provide written reasons for actions taken
F3.18	Refer to Section 39 of the Supply Chain Management Policy.

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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	Declaration of Interest		T2.10
T2.2.3	Declaration of Tenderer's Past Supply Chain Management Practices`		T2.13
T2.2.4	Tax Compliance Status Letter Requirements		T2.16
T2.2.5	Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.17
T2.2.6	Certificate of Independent Bid Determination		T2.18
T2.2.7	Contract Participation Goals (CPG)	**N/A**	T2.21
T2.2.8	Local Production and Content Declaration Certificate (SBD 6.2)	**N/A**	T2.24
T2.2.9	Tenderer's Experience	**N/A**	T2.30
T2.2.10	Key Personnel Assigned to the Work	**N/A**	T2.32
T2.2.11	Experience of Key Personnel	**N/A**	T2.33
T2.2.12	Proposed Organization and Staffing	**N/A**	T2.36
T2.2.13	Tenderer's Schedule of Plant and Equipment	**N/A**	T2.38
T2.2.14	Quality Assurance and Environmental Management	**N/A**	T2.40
T2.2.15	Method Statement	**N/A**	T2.42
T2.2.16	Preliminary Programme	**N/A**	T2.44
T2.2.17	Registration Certificate / Agreement / ID Document		T2.46
T2.2.18	Amendments, Qualifications and Alternatives		T2.47
T2.2.19	Record of Addenda to Tender Documents		T2.49
T2.2.20	VAT Registration Certificate		T2.50
T2.2.21	Schedule of Proposed Sub-Supplier	**N/A**	T2.51
T2.2.22	Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.52
T2.2.23	Proof of Purchase of Tender Document	**N/A**	T2.59
T2.2.24	Goods and Services Sourced Internationally	**N/A**	T2.60
T2.2.25	Letter of Good Standing in terms of COID Act		T2.62

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T2.2.26 Tenderer's Financial Standing		T2.63
T2.2.27 Suppliers Health and Safety Declaration	**N/A**	T2.64
T2.2.28 Pro forma OHS Notification	**N/A**	T2.65
T2.2.29 Letter of Intent for Public Liability		T2.66
T2.2.30 Letter of Intent for Performance Guarantee	**N/A**	T2.67
T2.2.31 Registration Certificates		T2.68
T2.2.32 Central Supplier Database (CSD) Report		T2.69

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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: .....

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B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned .....

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

.....

....

SIGNATURE **DATE**

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C. PARTNERSHIP

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

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

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

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

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

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D. CLOSE CORPORATION

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

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

at .....

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) .....

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. .....

2. .....

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E. CO-OPERATIVE

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

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

at .....

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS .....

DATE: .....

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

NAME IN BLOCK LETTERS: .....

WITNESSES: 1. .....

2. .....

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F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

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

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

(Name of Joint Venture) .....

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

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

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

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

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

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

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

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

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

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

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

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

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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 sigh this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium) .....

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

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

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T2.2.2 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed: .....
Position occupied in the state institution: .....

Any other particulars:
.....
.....

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.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars**.**

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

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3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

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T2.2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (To be completed by Tenderer)

1 This Section must form part of all Tenders invited.

2 It serves as a declaration to be used by Umgeni Water in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The Tender of any Tenderer may be disregarded if such Tenderer, or any of its directors have-

a. abused Umgeni Water 's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury/Umgeni Water's database as companies or persons prohibited from doing business with the public sector?	Yes ☐	No ☐
4.1.1	If so, furnish particulars		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars		

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CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

.....
Position

.....
Name of Tenderer

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T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 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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T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued……..)

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

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

CERTIFICATE OF ATTENDANCE

TENDER No. 2021/062

This is to certify that

(Tenderer) .....

of *(address)* .....

.....

.....

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

(location).....

..... on *(date)* .....

starting at *(time)* .....

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

Particulars of person(s) attending the meeting:

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

Capacity: .....

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

Capacity: .....

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

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

Capacity: ..... Date and Time: .....

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T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This section must form part of all tenders[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).[2] Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.

5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

[1] Includes price quotations, advertised competitive tenders, limited tenders and proposals.

[2] Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

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T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....

(Tender Number and Description)

in response to the invitation for the tender made by:

.....

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ..... that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
    (a) has been requested to submit a tender in response to this tender invitation;
    (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a tender;
    (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
    (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

[3] 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Tenderer

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T2.2.7 CONTRACT PARTICIPATION GOALS - NOT APPLICABLE

Objective

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

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

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

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

- VAT, CPA and Contingencies.

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

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

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women 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-measureable Items (including CPA, and provisional sums) – Each re-measureable 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:

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- CPG Partner/s are to be obtained from Umgeni Water's database of suppliers specifically earmarked for CPG purposes.
- In the event of services where Umgeni Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by Umgeni Water.

- Main service provider may propose a suitable CPG Partner/s, but Umgeni Water reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to Umgeni Water whilst making profit margins consistent to the profit margins that the main supplier would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 5% shall be due to Black Women Participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main supplier **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main supplier and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

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

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 5% Black Women Participation) according to the requirements mentioned above, will be deemed **ineligible**.

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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

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

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2. Regulation 8(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

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(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

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4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

YES		NO	

5.1. If yes, provide the following particulars:

(a) Full name of auditor: ……
(b) Practice number: ……..
(c) Telephone and cell number: …….
(d) Email address: ……..

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

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

IN RESPECT OF BID NO. .....

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

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

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

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

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

In terms of the guideline document for calculating local content, Annexure C (attached) must be submitted with the tender. Please add it here.

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T2.2.8 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Continued……)

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate: Pula ____ EU ____ GBP ____
(C7) Specified local content %

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Signature of tenderer from Annex B

____

Date: ______________

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T2.2.9 TENDERER'S EXPERIENCE – NOT APPLICABLE

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

The evaluation will consider experience in relation to the management of programmes and projects and the provision of cost consulting services in relation to programmes of work as opposed to projects where bills of quantities have been used.

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

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T2.2.9 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.10 KEY PERSONNEL ASSIGNED TO THE WORK – NOT APPLICABLE

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

KEY PERSONNEL SCHEDULE

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

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T2.2.11 EXPERIENCE OF KEY PERSONNEL – NOT APPLICABLE

:

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T2.2.11 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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T2.2.12 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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T2.2.12 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

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T2.2.13 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT - NOT APPLICABLE

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

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

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T2.2.13 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT (Continued)

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T2.2.14 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT – NOT APPLICABLE

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

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

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

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

By when?..... | Date |

OR

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

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

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

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

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

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

By when?..... | Date |

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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.]

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T2.2.15 METHOD STATEMENT – NOT APPLICABLE

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

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

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

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T2.2.15 METHOD STATEMENT (Continued)

INSERT HERE

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T2.2.16 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.

PROGRAMME														
Component / sub component	**WEEKS / MONTHS**													

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

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T2.2.16 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

.

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T.2.2.17 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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T2.2.18 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.

(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]

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(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

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T2.2.19 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 Date

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

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T2.2.20 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.2.21 SCHEDULE OF PROPOSED SUB-SUPPLIERS

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

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

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

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

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

Tenderer.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to 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;

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2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "tender" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 "contract" means the agreement that results from the acceptance of a tender by an organ of state;

2.9 "EME" – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less

2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 "functionality" means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;

2.12 "non-firm prices" means all prices other than "firm" prices;

2.13 "person" includes a juristic person;

2.14 "QSE" – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 million.

2.15 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;

2.16 "sub-contract" means the primary Supplier's assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;

2.17 "total revenue" – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for comparative price of tender under consideration
Pt = Comparative price of tender under consideration
Pmin = 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

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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

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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

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(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. .....

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

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

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T2.2.23 PROOF OF PURCHASE OF TENDER DOCUMENT – NOT APPLICABLE

INSERT HERE

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T2.2.24 GOODS AND SERVICES SOURCED INTERNATIONALLY - NOT APPLICABLE

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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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 .....

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T2.2.25 LETTER OF GOOD STANDING IN TERMS OF COID ACT (Compensation for Occupational Injuries and Diseases Act)

INSERT HERE

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T2.2.26 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)

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T2.2.27 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)

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T2.2.28 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).

.....

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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: .....

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T2.2.29 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

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T2.2.30 LETTER OF INTENT FOR PERFORMANCE GUARANTEE – NOT APPLICABLE

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T2.2.31 REGISTRATION CERTIFICATES

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

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T2.2.32 CENTRAL SUPPLIER DATABASE (CSD) REPORT

Insert Here

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CONTRACT NO: 2021/062

APPOINTMENT OF GRASS CUTTING AND BUSH CLEARING IN THE FOLLOWING LOCAL MUNICIPALITIES: MPOFANA, UMSHWATI, UMNGENI, UMKHAMBATHINI, RICHMOND AND UMSUNDUZI.

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone: 033 – 341 1075

Name of Service Provider: .....

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TABLE OF CONTENTS

DESCRIPTION			PAGE	SHEET COLOUR
VOLUME 1				
THE TENDER				
T1	**TENDERING PROCEDURES**			
	T1.1	Tender Notice and Invitation to Tender	T1.1	White
	T1.2	Tender Data	T1.3	Pink
T.2	**RETURNABLE DOCUMENTS**			
	T2.1	List of Returnable Documents	T2.1	Yellow
	T2.2	Returnable Schedules and Documents	T2.3	Yellow
VOLUME 2				
THE CONTRACT				
C.1	**AGREEMENTS AND CONTRACT DATA**			
	C1.1	Form of Offer and Acceptance	C1.2	Yellow
	C1.2	Contract Data	C1.7	Yellow
C.2	**PRICING DATA**			
	C2.1	Pricing Instructions	C2.1	Yellow
	C2.2	Pricing Schedule	C2.2	Yellow
C.3	**SCOPE OF WORK**		C3.1	Blue
C.4	**SITE INFORMATION**		C4.1	Green

FOR INFORMATION USE ONLY

C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

FOR INFORMATION 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 **Appointment of Co-Operatives for Grass Cutting and Bush Clearing in Mpofana, Umshwati, Umngeni, Umkhambathini, Richmond and Umsunduzi Local Municipalities.**

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

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

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

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

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

Name(s) .....

Capacity
For the Tenderer:

(Insert name and address of organization) .....

.....

Name & Signature of Witness .....

Date .....

FOR INFORMATION USE ONLY

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Capacity: *(of Signatory)* .....

Name of Employer: *(organization)* Umgeni Water

Address 310 Burger Street, Pietermaritzburg

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

AS WITNESS

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

Date: .....

FOR INFORMATION USE ONLY

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.

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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 not be applicable

3. Progress Payments

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

FOR INFORMATION USE ONLY

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Employer is Umgeni Water
1	The Contract is **Appointment of Co-Operatives for Grass Cutting and Bush Clearing in Mpofana, Umshwati, Umngeni, Umkhambathini, Richmond and Umsunduzi Local Municipalities**
1	The Period of Performance is 60 months from the Commencement Date.
3.4	The authorized and designated representative of the Employer is: Name: Zamah Gasa The address for receipt of communications is: Telephone: 033 341 1075 E-mail: Zamah.gasa@umgeni.co.za Address: 310 Burger Street Pietermaritzburg Kwazulu Natal
3.5	The location for the performance of the Contract are Mpofana, Umshwati, Umngeni, Umkhambathini, Richmond and umsunduzi Local Municipalities.
3.13	The programme shall be submitted within 14 Days of the Contract becoming effective.
5.4.1	The Service Provider is required to provide the following insurance: 1. Public Liability Insurance Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance Insurance cover requirements should be confirmed on award
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Unplanned / Adhoc grounds maintenance, grass cutting and servitude bush clearance
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.

FOR INFORMATION USE ONLY

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data
1	The Service Provider is. Name: ..... Address: .... Telephone: ..... Facsimile: .....
5.3	The authorized and designated representative of the Service Provider is: Name: ..... The address for receipt of communications is: Address: .... Telephone: ..... Facsimile: .....
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are:

Name	Specific duties

FOR INFORMATION USE ONLY

PART C2: PRICING DATA

PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES

C2.1 Bill of Quantities

2.1.1 **Definition of unit rates** – the tenderer is required to review the scope of work defined within C3 and to determine all the resources required resulting in the unit rates to achieve the work components within the scope.

2.1.2 **Bill of Quantities** – the tenderer is required to fill in the Bill of Quantities and complete the pricing calculations set down in C2.2 Pricing Schedule,

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

2.1.4 **Payment** – the tenderer will be paid the amounts per quantity of each item delivered on a monthly basis.

2.1.5 **Prices** – must remain firm for a 12 month period and thereafter, will be subject to CPI escalation on the anniversary of the contract. A 30 day notice period prior to price increases is required.

2.1.6 The service providers shall provide prices (VAT exclusive) for **ALL** items listed in the table. **Failure to provide prices in any of the items listed will deem this tender to be non-responsive.**

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C2.2 Pricing Schedule – Bill of Quantities

NOTES FOR TENDERERS

Labour & Training

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

Grass Cutting

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

Plant and Equipment

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

Health & Safety Requirements

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

Adhoc Services

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

TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.
ALL ITEMS MUST BE PRICED SEPERATELY (NO GROUPING OF ITEMS WITH A SINGLE LUMP SUM IS ALLOWED)

FOR INFORMATION USE ONLY

UMSUNDUZI LOCAL MUNICIPALITY CLUSTER

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	HD Hill Reservoir Size 33 125 m²	12		
1.2	Lilliefontein Reservoir Size 14 865m²	12		
1.3	Blackridge Reservoir	12		
1.4	Richmond Pump station Size 5 042 m²	12		
1.5	Richmond Pipeline: ED 4 to Lilliefontein Reservoir *(4 km X 9 m wide servitude) Size* 36 000 m²	8		
	Cutting to commence in July 2022 on the sites below			
1.6	Worldview Reservoir Size 18 493 m²	12		
1.7	Ashburton Reservoir Size 618 m²	12		
1.8	61 pipeline :DV Harris to Worldview Size 50 820 m²	8		
1.9	261 pipeline :DV Harris to Worldview Size 57 945 m²	8		
1.10	61 and 261 Pipeline :Worldview to Umlaas Road Complex Size 379 620 m²	8		
1.11	53 pipeline: DV Harris –Umlaas Road Size 128 262 m²	8		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE PER MONTH	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
3.0	**PART 3: GROUND MAINTENANCE UMKONDENI REGION** *(Provision of two resources for day to day cleaning ; Lawn cutting inside premises and 2m side walk, Flower bed maintenance, Trees pruning* *Daily Cleaning of driveways and parking bays)*				
3.1	Inland Regional Offices Area Size 4290 m²	Month	12		
3.2	Inland Workshops Area Size 15 464 m²	Month	12		
3.3	Construction Buildings Area Size 5838 m²	Month	12		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

UMSUNDUZI LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART 1:	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
PART 3:	**GROUNDS MAINTENANCE**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

FOR INFORMATION USE ONLY

UMNGENI LOCAL MUNICIPALITY CLUSTER:

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	51, 251 and 351 Pipelines: Midmar PS to Midmar WTP) (combined lengths of 4.6 km X 9 m wide servitude) Size 41 400 m²	8		
1.2	51 and 251 Pipeline: Midmar WTP to St Joseph Tunnel (length 7 km x 15 m wide servitude) Size 105 000 m²	8		
1.3	51 and 251 Pipeline:St Jospeph Tunnel to DV Harris (length 1.3 km X 15 m wide servitude) Size 19 500 m²	8		
1.4	Mill falls to Howick Reservoir (0.51 km X 6m wide servitude) Size 3060 m²	8		
1.5	Mill falls to Howick West Reservoir pipelines (length 2.82 km X 9 m wide servitude) Size 25 380 m²	8		
1.6	Howick West to Groenkloof pipelines (length 7km X 9 m wide servitude) Size 63 000 m²	8		
1.7	Howick to Mpophomeni pipeline (length 6 km x 6m wide servitude) Size 36 000 m²	8		
1.8	Mpophomeni to Howick WWW sewer pipeline (length 10 km x 6 m wide servitude) Size 60 000 m²	8		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

UMNGENI LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART 1:	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

FOR INFORMATION USE ONLY

UMSHWATHI LOCAL MUNICIPALITY CLUSTER

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	Wartburg Pipeline: Belfort to Wartburg Reservoir (combined lengths of 23.5 km X 9 m wide servitude) Size 211 500 m²	8		
1.2	Wartburg to Dalton Reservoir (length 18 km X 9 m wide servitude) Size 162 000 m²	8		
1.3	Dalton to Nadi Reservoir (length 25 km X 9 m wide servitude) Size 225 000 m²	8		
1.4	Nadi Burfication to Ozwathini Reservoir (length 21 km X 9 m wide servitude) Size 189 000 m²	8		
1.5	Bruyns Hill Pipeline: Wartburg to Bruyns Hill (Length 10 km x 6 m wide servitude) Size 60 000 m²	8		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

UMSHWATHI LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART 1:	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

FOR INFORMATION USE ONLY

MPOFANA LOCAL MUNICIPALITY CLUSTER

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	Mearns Pipeline, Mooi Transfer Scheme & Nottingham Pipeline and to Balgowan (Length 24 km x 15 m wide servitude) Size 360 000	8		
1.2	Bruntville Pipeline (length 14 km x 9 m wide servitude) Size 126 000	8		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

MPOFANA LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART 1:	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

FOR INFORMATION USE ONLY

RICHMOND LOCAL MUNICIPALITY CLUSTER

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	Richmond Pipeline : Lilifontein Reservoir to Thornville and Richmond Reservoir(Length 19 km x 6 m wide servitude) Size 114 000 m²	8		
1.2	Hopewell Pipeline (Thornville Reservoir to Hopewell) Size 29 082 m²	8		
1.3	Baynesfield Pipeline (Hopewell turn - off– Baynefield) Size 24 000 m²	8		
1.4	Hopewell Reservoir Site Size 757 m²	12		
1.5	Thornville Reservoir Site Size 3927 m²	12		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

FOR INFORMATION USE ONLY

RICHMOND LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART 1:	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

FOR INFORMATION USE ONLY

UMKHAMBATHINI LOCAL MUNICIPALITY CLUSTER

ITEM No	DESCRIPTION	NO. OF CUTS PER ANNUM	RATE PER CUT	TOTAL AMOUNT PER ITEM
1.0	**PART 1: SERVITUDE MAINTENANCE: GRASS CUTTING AND BUSH CLEARANCE DISTRIBUTION SYSTEMS** *(Rate and pricing should include all overhead costs, labour, maintenance costs, travelling and operational logistics costs)*			
1.1	57 Pipeline (Umlaas Road to Point M) Size 21 618 m²	8		
1.2	257 and 357 (Umlaas Road to Point M) Size 80 226 m²	8		
1.3	Eston pipeline (Camperdown to Eston Reservoirs Size 146 295 m²	8		
1.4	Mbumbulu Pipeline (Eston to Umbumbulu) Size 130 158 m²	8		
1.5	Ngomankulu Pipeline (Eston PL to Ngomankulu) Size 16 008 m²	8		
1.6	Lion park Pipelines (Umlaas Road to Manyavu galaxy tank) included old lion park pipeline Size 76 284 m²	8		
1.7	Umlaas Road Pipeline (Lion park to Camperdown) Size 18 762 m²	8		
1.8	Mid-illovo Pipeline Size 114 000 m²	8		
1.9	Thornville Pipeline Size 47 088 m²	8		
1.10	Umlaas Road Reservoir Site Complex (9 ML, 45 ML , Pipe yard and Old Plant Site) Size 55 965 m²	12		
1.11	Eston Reservoir Site Size 3077 m²	12		
1.12	Mid-Illovo Reservoir Site 3297 m²	12		
	TOTAL CARRIED FORWARD TO SUMMARY			

FOR INFORMATION USE ONLY

ITEM No	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT PER ITEM
	AMOUNT BROUGHT FORWARD				
2.0	**PART 2: ADHOC SERVICES**				
2.1	Girth 200 mm - 400 mm	No.	1		
2.2	Girth 401 mm - 600 mm	No.	1		
	Other				
2.3	Fertilising of the site – labour only	m²	1		
2.4	Propagation of plants - labour only	m²	1		
2.5	Weed Control (as and when required) Rate to include labour, equipment and herbicide	m²	1		
2.6	Pesticides/Spraying Materials (as and when required) Rate to include labour, equipment and herbicides.	m²	1		
2.7	Provision/Hire of a tractor	Day	1		
2.8	Provision of Health & Safety File	Provisional Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

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UMKHAMBATHINI LOCAL MUNICIPALITY CLUSTER: SUMMARY AND CALCULATION OF TENDER SUM

PART	DESCRIPTION	AMOUNT R-C
PART: 1	**SERVITUDE MAINTENANCE**	
PART 2:	**ADHOC SERVICES**	
A – Sub total for all Items excluding VAT		
B – Contingencies @ 10% of A		
C – Sub total C (A+B)		
D - Add VAT @ 15% of C		
E - Total including VAT (C+D) **CARRIED TO FORM, C1.1, FORM OF OFFER**		

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PART C3: SCOPE OF WORK

1. Employer's objectives

To ensure there is provision of reliable grass cutting, bush clearance and ground maintenance services at all the listed Infrastructure owned, managed and operated by Umgeni Water , as per the Bill of Quantities and in compliance with Umgeni Water requirements and applicable legislation.

2. Description of the services

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

The successful tenderer must be located within the local municipality of the applicable infrastructure. The following sites and areas will be covered under this contract.

Umgeni Water Inland Region Pipeline Networks, Reservoirs, Plants and Operations sites:

- Umsunduzi Local Municipality Cluster: Umkondeni Regional offices and Workshops; Claridge and Balfort Reservoir, HD Hill Reservoir, Richmond Pump station, Liliefontein reservoir and Richmond pipeline ED4 to Lillifontein Reservoir, Vulindlela low lift and high lift Pipelines, 61 -261 Pipelines, 53 Pipelines
- Umngeni Local Municipality Cluster: Howick and Hilton area systems All water and sewer pipelines
- Umshwathi Local Municipality Cluster : Umshwati System; All water pipelines, Pump stations and Reservoirs (Wartburg, Albertfalls, Coolair, Dalton, Appellsbosch , Ozwathini)
- Mpofana Local Municipality Cluster: Mooi Transfer scheme pipeline, Bruntville Pipeline, Nottingham pipeline, Bruntville Reservoir and Nottingham Reservoir
- Richmond Local Municipality Cluster: Richmond Pipeline Liliefontein to Richmond, Hopewell Reservoir, Thornville reservoirs
- Umkhambathini Local Municipality :Umlaas Road Reservoir complex, 57, 257 and 357 Pipeline, Eston – Imbumbulu Pipeline and Reservoirs, Lionpark –Manyavu Pipeline

3. Extent of the services

- No work may start without an official purchase order and a job card for the type of work to be done by the service provider. (Except after hours – official order to be provided within 3 working days).
- Planned work must be responded to and completed within 7 days of the release of the purchase order or request.
- Service Provider shall adhere to delivery dates as will be dictated by the Umgeni Water from time to time.
- The Service Provider shall comply with specifications provided below.
- Service Provider to be flexible to react to emergency situations and changes.
- The Service Providers shall indemnify Umgeni Water against incidental losses or damages that could result from the negligence of their Operators.
- Preparing trip sheets with clear indication of the distances travelled, the areas cut and duration spent on the sites.
- Provision of adequate safety measures whilst carrying out the duties listed above.
- The Service Provider must comply with Umgeni Water's site specific Safety, Health Environment and Quality procedures.
- In addition to any statutory obligations, the successful supplier shall report all accidents/incidents, water leaks , encroachment and suspected illegal connections to Umgeni Water management before leaving site regardless of the extent of damage to property or injury to an employee. If required by Umgeni Water management, a detailed written report of the incident may be requested. The Umgeni Water management has the right to investigate the cause and results of any incident regardless of the location.
- HSE File and Plan to be submitted prior commencement of work

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- Medical fitness certificates to be submitted with the Safety File and be renewed annually
- Personnel Protective Equipment (PPE) such as Boots, overalls and applicable to the various task associated with grass cutting, bush clearance and tree felling.
- The Service Provider must be COIDA compliant before the execution of any work in terms of the contractual obligations. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice
- The attention of service providers is particularly drawn to the high standard of workmanship applicable to this contract

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

4. Use of reasonable skill and care

The provision of trained staff in the use of ground maintenance equipment, handling and disposal of garden refuse is required. The training of all staff shall be completed as per the agreed dates by Umgeni Water and must be included on the overall costing.

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

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	logo (If have), supervisor name, designation - Once off	

5. Co-operation with other services providers

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

6. Brief

General requirements

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

6.1 Ground Maintenance - Plant and Equipment List

Equipment list as per below but not limited to:

PLANT AND EQUIPMENT LIST	Brush cutters. Lawnmowers. Chainsaws. Mobile Vehicle. Trailer. Field mower. Hedge trimmers. Knapsack sprayers. Safety/Jerry cans for fuel. Ladders. Wheel barrows. Blower. Rakes. Spades. Hoes. Brooms. Drip tray for decanting. Safety screens when cutting near windows/cars. Clippers/ shears. Tractor (where required). Ride on mower (where required).

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	Danger tape. Safety signs for grass cutting in progress. Personal Protective Equipment for all staff.

7. Reference data

Section 37(2) of Occupational Health and Safety Act 85 of 1993,
NEMA
Compensation for Occupational Injuries and Diseases Act, 1993(Act 130 of 1993)
Factories, Machinery and Building Work Act of 1941

8. Applicable national and international standards

- All consumables used in the execution of this scope of work must be SABS approved.
- The Occupational Health & Safety Act 85 of 1993.
- NEMA National Environmental Management Act 107 of 1998
- NFA National Forest Act 84 of 1998
- 32-736 Bio Diversity Policy
- 32-815 Land and Bio diversity standard

9. General Specification for Ground Maintenance, Grass cutting and Bush Clearing

9.1 General Specification

Definitions

Full Service – Includes all services as per the requirement of this contract above.
Herbicide Treatment – means the application of herbicides for the treatment of unwanted plant material.
Grass Cutting – means the cutting and trimming of grass as per the requirement of this contract, and the removal of unwanted material from the site.
Servitude - Is real right (that is registered in the deeds office against the title deed of an erf) the content of which is to allow limited access to an erf for a specific purpose. It does not entail ownership and must be exercised in a reasonable way within the boundaries of the specific purpose. In this specification the reference is specifically to servitude that allow Umgeni Water only to build, operate and maintain infrastructure for the treatment, storage and conveyance of bulk was and ancillary purposes.

The objective of bush clearing on Umgeni Water owned land is to alleviate encroachment over pipelines, over servitudes and anywhere else where the uncontrolled growth of vegetation can interfered with the intended land use and access to infrastructure by Umgeni Water personnel for maintenance purposes. This may include both indigenous vegetation as well as noxious weeds.

- A tree to be cut flat at ground level
- Herbicide application to be done on the tree stump to eliminate or greatly reduce, re-sprouts from the stump surface.
- Small stumps with diameter less than 7.2 cm should be greatly saturated when applying herbicide
- Stumps greater than 7.2 cm in diameter can be limited to the outer edge to limit herbicide waste and run off.
- Best Horticultural Practice is to be observed at all times when conducting bush clearing activities.

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9.2 Grounds maintenance and grass cutting specification

- A two meter (2m) cleared section on the outside of all fences shall be maintained at all times. Where double fences exist, the area between the two fences shall be cut and cleared as per the sites requirements.
- All areas where grass brush cutting takes place the height of the cut grass is to be kept between 3cm and 5cm
- All Lawns are to be cut and edges trimmed.
- Remove all weeds, old flower heads, yellow leaves and rubbish from the flowerbeds.
- Turn soil in the flowerbeds, remove weeds or any alien plants and neaten edges.
- Trim/prune trees and shrubs when necessary.
- All lawn trimmings, general rubbish and trimming debris to be removed from site immediately after the work has been undertaken and disposed of in a responsible manner to an authorised refuse disposal site.
- Fertilising of gardens/lawns with NPK (3:2:3) fertiliser, will only take place if instructed to do so.
- All areas to be kept free of weeds, debris and remove/treat grass that grows on concrete and stony areas
- Report all infestations of pests when first noticed, and take remedial action when instructed to do so, in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.
- General tiding, rake-up of leaves, rubbish and debris must be undertaken.
- On request and where required, propagate plants to fill in bare spaces or request new plants.
- New plants may only be purchased with the authorisation of the relevant site supervisor/manager. Replacement plants must be indigenous perennial, flowering shrubs and plants.
- Walkways/Pathways (cement) to be cleaned and drainage systems to be cleared of plants and debris.
- The area surrounding all buildings, manholes, paths, concrete or brick structures, and flower beds etc. as well as the area along the perimeter fence, is to be maintained and shall be considered as part of this contract.
- Transport of equipment and fuel in public transport will not be permitted.

9.3 Identify, Eliminate and or Mitigate all Safety Hazards on each site i.e.

- Traffic
- Pedestrians
- Water
- Machinery
- Cutting and digging tools
- Dumped material
- Cut branches and thorns
- Steep Slippery slope

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9.4 Safety and Access

- All staff must wear high visibility/reflective protective clothing.
- Secure each site appropriately to prevent all safety incidents from occurring.
- Identify all services and utilities above, on and underground.
- Have a comprehensive traffic safety management plan.
- Carry out a site safety induction with all staff involved in the project prior to commencement.
- No vegetation may be burnt on site.
- The site is to be left neat and tidy.
- Four (4) Weeks from completion of the project a follow-up spray must be carried out to control any plant material that has emerged using herbicides as in 9.10 above

9.5 Indigenous Vegetation, where possible, is to be thinned out instead of being totally removed, if the desired effect can be achieved. (Refer to Section 9.3: Indigenous Vegetation)

9.6 When trimming branches off indigenous trees, they must be pruned according to sound arboriculture standards using the Natural Target pruning technique. The guidelines for this are available on http://www.pnwisa.org/shigo.html. No "chopped stubs" are to be left on the tree.

9.7 all vegetation and plant material to be cut off at ground level, to eliminate tripping hazards and painted immediately with the registered herbicide – Browser foliar spray plus crop oil (Thorn tree cut stump treatment), Hatchet cut stump treatment except for thorn trees, or Mesopleuron - mixed at the appropriate label rate with an indicator marker dye, as approved by the DEO or relevant official.

9.8 All cut vegetation is to be removed from the site and disposed of at a registered waste disposal site within 2 working days of completion of the job.

9.9 Umgeni Water will consider allowing the cut vegetation (Indigenous Vegetation only) to be chipped on site and the chipped material to be spread over the cleared area as mulch. Such permission is to be obtained in writing prior to the chipping taking place.

9.10 Herbicide Application

- The use of herbicides shall be in compliance with the terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947)
- In terms of the above act, only a registered pest control operator may apply herbicides on a commercial basis. All application of herbicides shall be carried out under the supervision of a registered pest control operator.
- Herbicides are to be used strictly according to their registration, mixed and applied according to the label rate.
- Where there is any doubt as to which herbicide to use, the Umgeni Water asset management and environmental departments are to be consulted.
- Should the need arise to use herbicides not appearing on list, written permission is to be obtained from the Parks, Cemeteries and Crematoria Department prior to such herbicides being used.
- A daily register shall be kept of all relevant details of herbicide usage and such register maintained by the relevant Umgeni Water official.

10. Approvals

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

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

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11. Procurement

Order confirmations will via e-mail. No work may start without an official **order** notification for the type of work to be done by the service provider (except after hours – official order to be provided within 3 working days)

12. Access to land / buildings / sites

- Compulsory SHEQ site inductions will be conducted prior to commencement of the contract and annually thereafter for all staff. A week's notification is required for inductions to be conducted.

- All staff is to adhere to Umgeni Water's security and access control procedures.

Site working hours

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

13. Planning and programming

As per stated services above.

14. Software application for programming

N/A

15. Quality management

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

16. Format of communications

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

17. Key personnel

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

18. Management meetings

- Quarterly meetings are to be held with site management.

- A minimum of one site inspection to be undertaken by the contractor's representative monthly, in order to determine standards are met.

- Special meetings and inspections will be on request by either party.

19. Forms for contract administration

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

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

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

20. Electronic payments

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

21. Daily records

A list of all staff on site must be provided.

22. General indemnity insurances

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

23. Payment certificates

Claims must be submitted by the 25th day of each month to the relevant Foreman and shall consist of statement, invoice and populated job card of the work done. Once approved, the superintendent shall submit to the Creditors Department for payment within 30 days following the date of the invoice.

24. Use of documents by the Employer

Not Applicable.

25. Property provided for the Service provider's use

Nil.

26. Proof of compliance with the law

26.1 Salaries

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

26.2 General Safety

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

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- Uniforms and personal protective equipment must be inspected by the Supervisor monthly and records must be maintained.

- Defective uniforms and personal protective equipment are to be replaced immediately.

- In the event of weed control, the service provider must be registered in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) or as amended. The contractor / service provider must produce details of a suitably qualified person who will undertake this work on their behalf.

- Sharing of Personal Protective Equipment is not permitted for health and hygiene reasons.

- Equipment to be used must comply with the rules and regulations of Occupational Health and Safety Act (Act 85 of 1993)

- The contractor to provide updated Material Safety Data Sheets (16 point format) of chemicals/ herbicides/fuel used on site as outlined by the Hazardous Chemical Substances Regulations under the Occupational Health and Safety Act (Act 85 of 1993).

- To ensure that all chemical containers are labelled correctly.

- To provide drip trays for the decanting of chemicals/herbicides.

- Where a ladder is used, make sure a second person is available to secure the ladder for the duration of the task.

- Valid letter of good standing to be provided to each site.

- Copies of Identity documents for all staff must be made available to site. Child labour may not be utilised.

- In addition to any statutory obligation, the service provider must report all safety and environmental incidents to the employer's site management, immediately of their occurrence, regardless of the extent of damage to property or injury to an employee.

- **A contractor's SHE file to be submitted 14 days after award of tender.**

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

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

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PART C4: SITE INFORMATION

UMSUNDUZI MUNICIPALITY CLUSTER

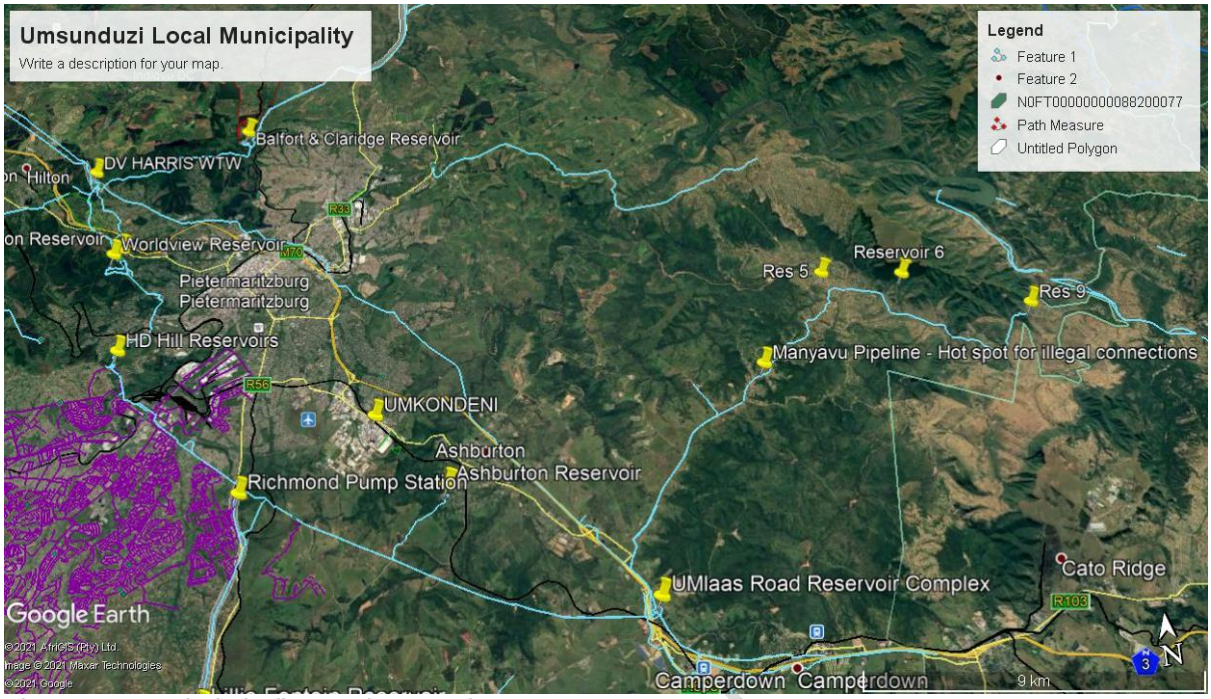

Figure 1 Umsunduzi Pipelines and Reservoirs

Figure 2 UMkondeni Complex

Figure 3 Richmond Pump Station

Figure 4 Claridge Balfort Reservoir

Figure 5 Liliefontein Reservoir

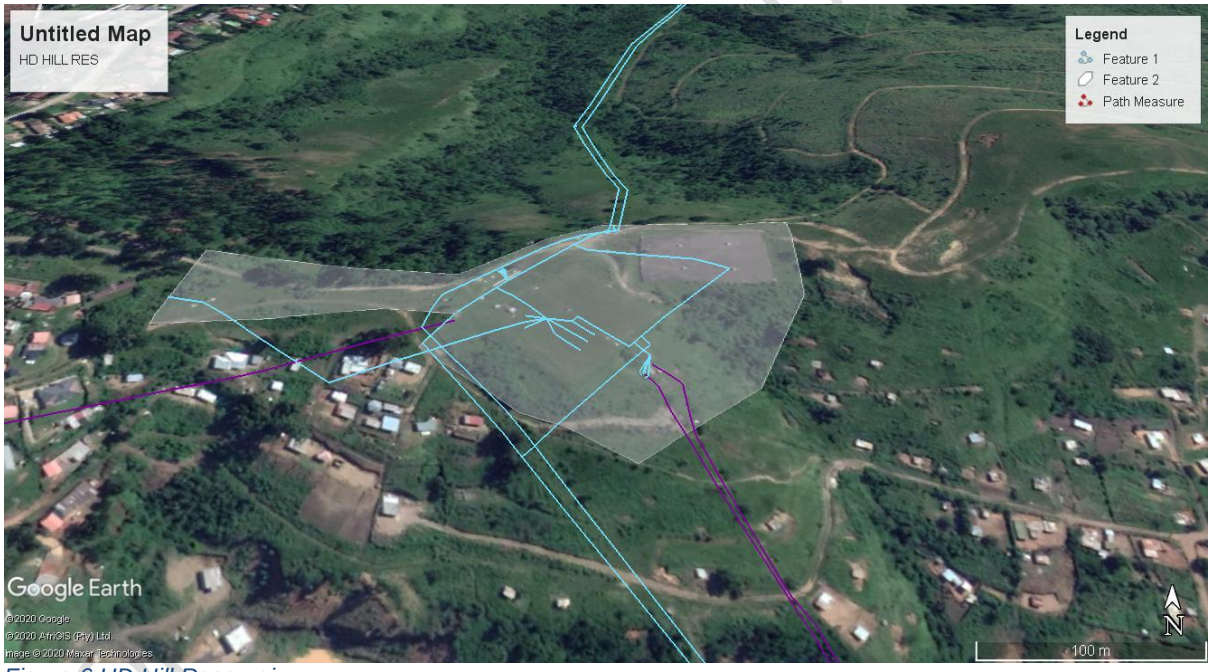

Figure 6 HD Hill Reservoir

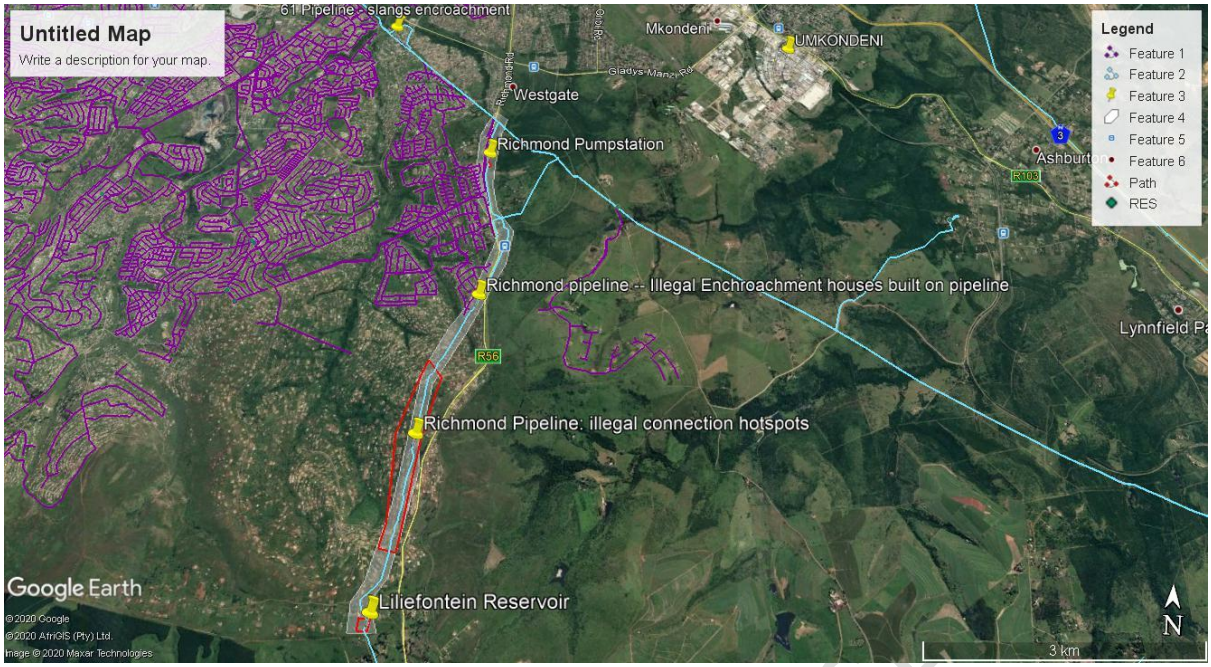

Figure 7 Richmond Pipeline ED4 - Liliefontein

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UMNGENI LOCAL MUNICIPALITY CLUSTER

Figure 8 Umngeni Local Municipality System

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UMSHWATHI LOCAL MUNICIPALITY CLUSTER

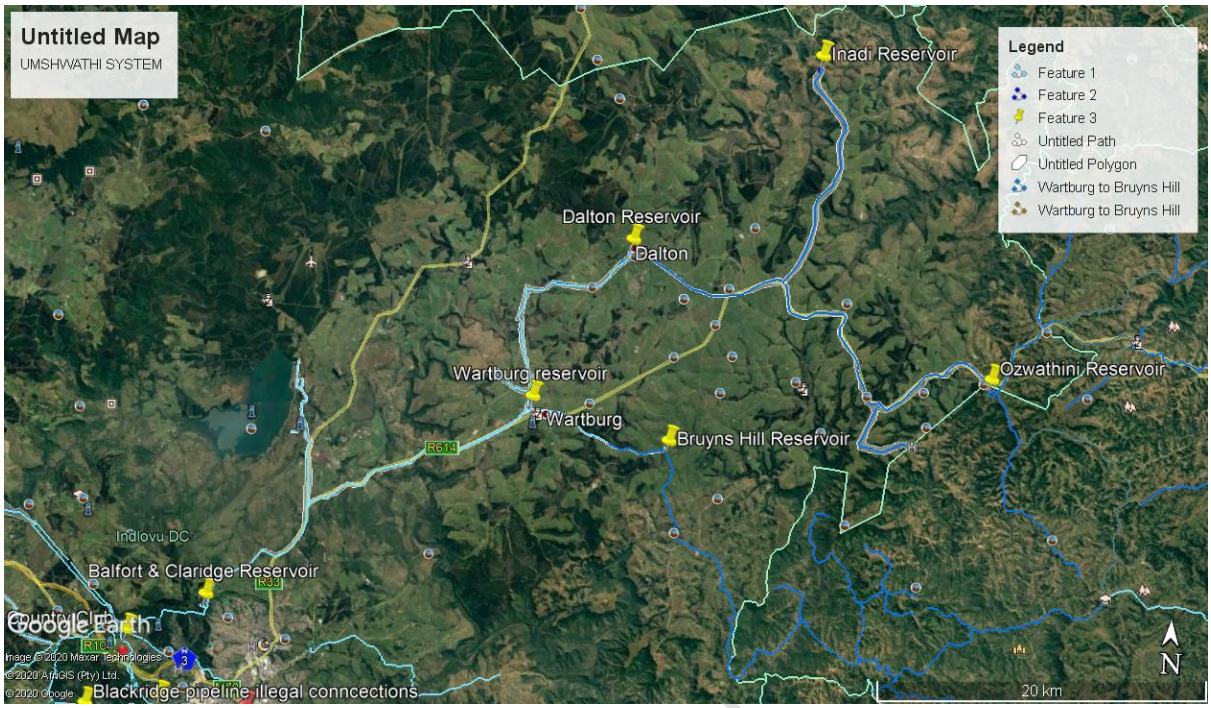

Figure 9 UMshwathi Pipeline System

Figure 10 Wartburg/Mpolweni Pump Station

Figure 11 Wartburg Reservoir

Figure 12 Dalton Reservoir

Figure 13 Ozwathini Reservoir

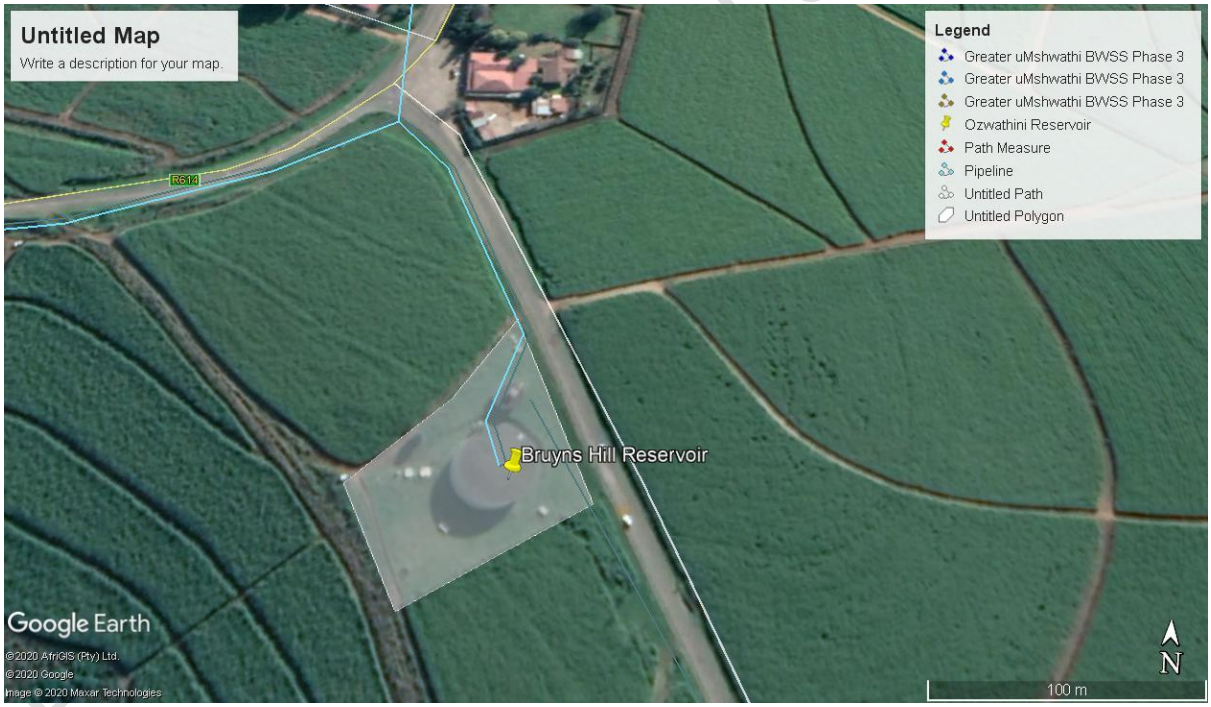

Figure 14 Bruyns hill Reservoirs

Figure 15 Dalton Pump station

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MPOFANA LOCAL MUNICIPALITY CLUSTER

Figure 16 Mpofana Pipeline Systems

Figure 17 Nottingham Reservoir

Figure 18 Bruntville

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RICHMOND LOCAL MUNICIPALITY CLUSTER

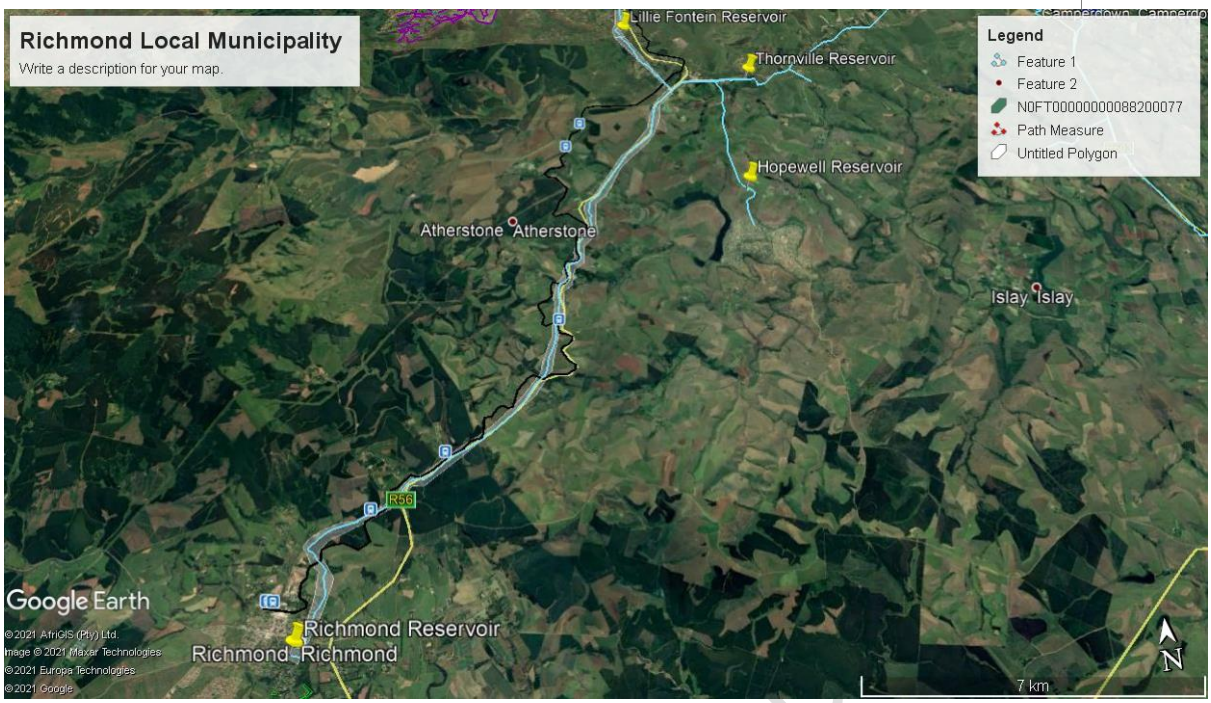

Figure 19 Richmond Pipeline : Thornville - Richmond

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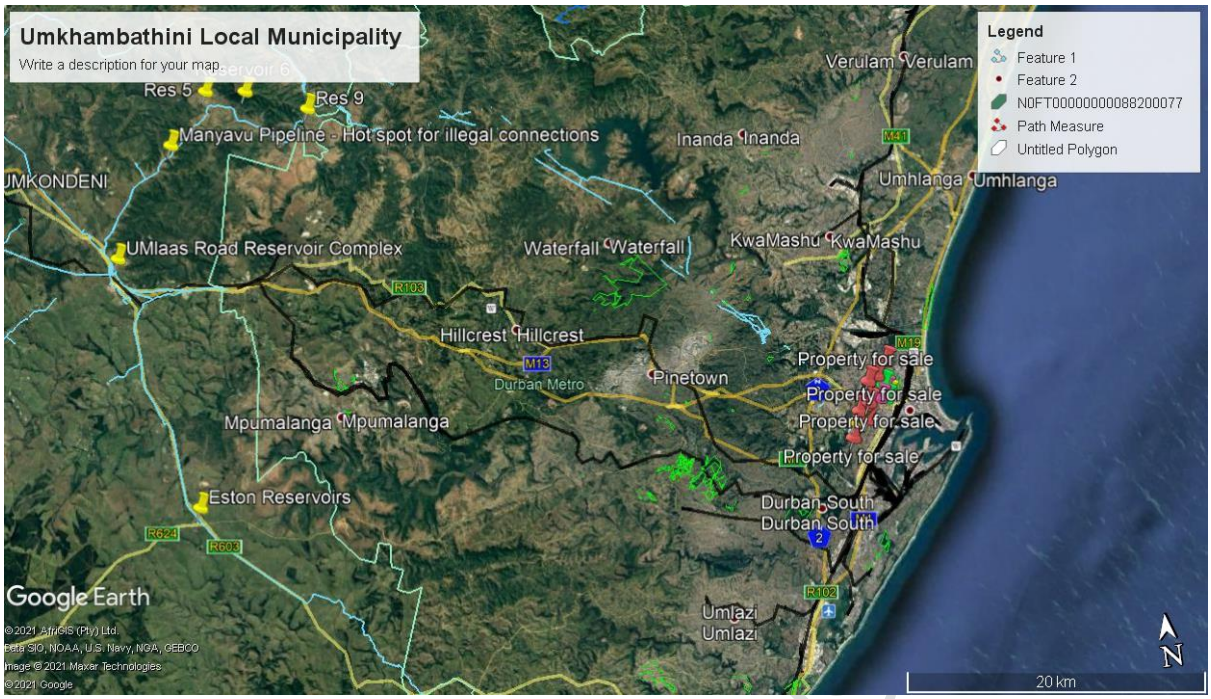
UMKHAMBATHINI LOCAL MUNICIPALITY CLUSTER



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