

|                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tender Number:</b> 2026/074                                                                                                                |
| <b>Description:</b> PROVISION OF GUARDING SECURITY SERVICES TO UMNGENI-UTHUKELA WATER SITES AT RICHARDS BAY REGION FOR A PERIOD OF FIVE YEARS |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Tender Issue Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 12 June 2026                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
| <b>Compulsory Briefing Meeting Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
| Date: 29 June 2026<br>Time: 11H00<br>Venue: 7 Portland Road, Mkhondeni, Pietermaritzburg 3201                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
| <b>Tender Submission details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
| <b>Tender Closing date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>16 July 2026</b>                              | <b>Tender Closing Time</b>                                                                                                                                                                                                                                                                                                                                                                                                                        | 12H00 |
| <b>Submission Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>310 Burger Street, Pietermaritzburg, 3201</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
| <b>Tip-Offs Anonymous Hotline:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  | <b>Appeals/Objections</b>                                                                                                                                                                                                                                                                                                                                                                                                                         |       |
| <p>Report unethical conduct at uMngeni-uThukela Water on:</p> <p>Free call number: 0800 864 463<br/>email: <a href="mailto:uuw@thehotline.co.za">uuw@thehotline.co.za</a><br/>Mobile application: Vuvuzela Hotline app<br/>Website: <a href="https://www.thehotline.co.za/report">https://www.thehotline.co.za/report</a><br/>SMS: 30916<br/>Fax: 0867 261 681<br/>Post: PO Box 10512, Centurion, 0046</p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p> |                                                  | <p>Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within <b>7 days</b> of the date of the intention to award advertisement.</p> <p>UUW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office,<br/>Attention: Supply Chain Management<br/>Email: <a href="mailto:appeals@uuw.co.za">appeals@uuw.co.za</a></p> |       |

## TENDER SUBMITTED BY:

|                             |  |                    |  |
|-----------------------------|--|--------------------|--|
| <b>Company Name:</b>        |  |                    |  |
| <b>Address:</b>             |  |                    |  |
|                             |  |                    |  |
|                             |  |                    |  |
| <b>CSD Registration No:</b> |  | <b>Co Reg. No:</b> |  |
| <b>Telephone Number:</b>    |  | <b>Email :</b>     |  |
| <b>Contact Person :</b>     |  |                    |  |

**SBD 1 - NOTICE AND INVITATION TO TENDER**  
**PROSPECTIVE TENDERERS ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF**  
**UMNGENI-UTHUKELA WATER**

|                                      |                                                                                                                            |                         |              |                      |       |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------|----------------------|-------|
| <b>Tender Number:</b>                | 2026/074                                                                                                                   | <b>Closing Date:</b>    | 16 July 2026 | <b>Closing Time:</b> | 12H00 |
| <b>Description:</b>                  | PROVISION OF GUARDING SECURITY SERVICES TO UMNGENI-UTHUKELA WATER SITES AT RICHARD'S BAY REGION FOR A PERIOD OF FIVE YEARS |                         |              |                      |       |
| <b>Tender Offer Validity Period:</b> | 150 Days                                                                                                                   | <b>Contract Period:</b> | 5 years      |                      |       |

|                                                                                                                                                                               |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>TENDER DOCUMENTS/RESPONSES MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)</b>                                                                            |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| uMngeni-uThukela Water, Head Office<br>310 Burger Street,<br>Pietermaritzburg.<br>3201                                                                                        |                                                                                   |                                                                                       | Tenderers should ensure that tender documents are submitted to the correct address, and deposited in tender box before closing time.<br><b>Late tenders will not be accepted.</b> |                                                                                   |                                                                                                         |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                         |                                                                                   |                                                                                       | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                                    |                                                                                   |                                                                                                         |
| <b>Contact Person:</b>                                                                                                                                                        | Lungelo Madlala                                                                   |                                                                                       | <b>Contact Person:</b>                                                                                                                                                            | Muziwoxolo Zuma                                                                   |                                                                                                         |
| <b>Telephone Number:</b>                                                                                                                                                      | 033 341 1209                                                                      |                                                                                       | <b>Telephone Number:</b>                                                                                                                                                          | 033 341 1161/1116                                                                 |                                                                                                         |
| <b>E-Mail Address:</b>                                                                                                                                                        | Lungelo.madlala@uuw.co.za                                                         |                                                                                       | <b>E-Mail Address:</b>                                                                                                                                                            | Muziwoxolo.zuma@uuw.co.za                                                         |                                                                                                         |
| <b>Supplier Information</b>                                                                                                                                                   |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| <b>Company Name:</b>                                                                                                                                                          |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| <b>Postal Address:</b>                                                                                                                                                        |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| <b>Street Address:</b>                                                                                                                                                        |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| <b>Contact Numbers:</b>                                                                                                                                                       |                                                                                   |                                                                                       | <b>E - Mail Address</b>                                                                                                                                                           |                                                                                   |                                                                                                         |
| <b>Company Registration No.</b>                                                                                                                                               |                                                                                   |                                                                                       | <b>VAT. Number</b>                                                                                                                                                                |                                                                                   |                                                                                                         |
| <b>Supplier Compliance Status (TCS)</b>                                                                                                                                       | <b>TCS Pin</b>                                                                    |                                                                                       | <b>CSD</b>                                                                                                                                                                        | <b>MAAA</b>                                                                       |                                                                                                         |
| <b>B-BBEE Status Level Verification Certificate</b>                                                                                                                           | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                       | <b>B-BBEE Status Level Sworn Affidavit</b>                                                                                                                                        | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                         |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>         |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                 |                                                                                   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[If Yes enclose proof] | ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS OFFERED?                                                                                                              |                                                                                   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[If Yes, answer the questionnaire below] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                             |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                      |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                            |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                           |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                            |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) |                                                                                   |                                                                                       |                                                                                                                                                                                   |                                                                                   |                                                                                                         |

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## 1. GLOSSARY OF TERMS

For purposes of this document, the following definitions are used and all references to legislation are to legislation as amended from time to time:

- 1.1 **"BBBEE"** has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;
- 1.2 **"Bid"** means a proposal submitted by a Bidder in response to this bid;
- 1.3 **"Bidder"** means an owner/entity/ joint venture/ consortium who intends to respond thereto by submitting a proposal;
- 1.4 **"Black People"** has the meaning defined in the Broad Based Black Economic Empowerment Act 53 of 2003;
- 1.5 **"Consortium"** means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;
- 1.6 **"Constitution"** means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7 **"Government"** means the Government of South Africa constituted in terms of the Constitution, any one or more of the three spheres of Government being national, provincial and municipal;
- 1.8 **"Management Control"** means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise
- 1.9 **"Member"** means, with respect to a Bidder, which is a Consortium, each member thereof, including each Relevant Entity
- 1.10 **"PFMA"** means the Public Finance Management Act, Number 1 of 1999;
- 1.11 **"Project Manager"** The Official authorized to interact with bidders for this bid as named in this document;
- 1.12 **"Successful Bidder"** means the Bidder who following evaluation of its proposal in response to the bid is selected by UW as the party with whom to conclude the Service Level Agreement;
- 1.13 **"UW"** means uMngeni-uThukela Water
- 1.14 **"ZAR" or "Rand(s)"** means the South African Rand, being the official currency of South Africa.

## 2. BID SUBMISSION

- 2.1 U UW provides the information which is contained in or sent with this Bid or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.
- 2.2 This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the U UW to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. U UW is not obliged to accept any response to this Bid.
- 2.3 Bidders will be deemed to have satisfied themselves as to the authority of the U UW and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and municipal level).
- 2.4 Each Bidder to whom this Bid Document (and other related documents) is made available must make his, her or its own independent assessment of the Bid.
- 2.5 While reasonable care has been taken in preparing this Bid Document and other related documents, it does not purport to be comprehensive or to have been verified by the U UW, its officials, employees, advisors or any other person. The U UW, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this Bid Document or other related documents.
- 2.6 No representation or warranty, express or implied, is or will be given by the U UW, or any of its officers, employees, servants, agents or advisors with respect to the information or opinions contained in this Bid Document or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 2.7 U UW reserves the right to amend, modify or withdraw this Bid, or to amend, modify or terminate any of the procedures or requirements of the Bid at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.
- 2.8 If any Bidder or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the U UW, consultant to the U UW, either directly or through an intermediary then, such Bidder or Bidder will be disqualified forthwith from participating in the procurement process.

## 3. BIDDERS' DUE DILIGENCE

- 3.1. Upon receipt of proposals from Bidders, U UW will assume that the Bidder has sufficiently familiarized themselves with the content of the Bid Documents, its volumes, schedules and related annexures.

## 4. COMPULSORY BRIEFING SESSION

- 4.1. The briefing session will be held as per the below venue
  - **Date** : 29 June 2026
  - **Venue** : 7 Portland Road, Mkhondeni, Pietermaritzburg
  - **Time** : 11H00

## 5. BID DOCUMENTS

- 5.1. The physical address for submission of Bid Documents is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**
- 5.3 No cash payments will be accepted when issuing Bid Documents
- 5.4 Queries relating to the issuing of these documents shall be addressed to: Lungelo Madlala, Telephone number: 033 341 1209, e-mail: Lungelo.madlala@uuw.co.za
- 5.5 No Bid documents will be issued at the briefing meeting; therefore Bidders must pay during the collection period and ensure collection before the meeting.
- 5.6 Bidders must ensure that they bring their documents to the clarification meeting for signing purposes. No concessions will be made for bidders who do not have their bid documents in their possession.

## 6. SUBMISSION OF PROPOSALS

### 6.1. Closing date

Bidders must submit their responses on the **16 July 2026** not later than **12H00** at 310 Burger Street, Pietermaritzburg in the Tender Box. Faxed and Emailed submissions will not be accepted.

### 6.2. Postponement of closing date

UUW reserves the right to postpone the submission date as indicated in clause 6.1 above

### 6.3. Late submissions

No late submissions will be accepted by the UUW.

### 6.4. Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this Bid Document will be marked as incomplete, and may, at the UUW sole discretion, be rejected.

### 6.5. Correction of Errors

The complete Bid Document and attachments shall be submitted without alterations, erasures or omissions, all corrections shall be initialed in black ink by the person signing the proposal.

### 6.6. Cost of Submitting Bids

Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its Bid(s), including all its own costs incurred on any of the stages in the procurement process.

Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this Bid or other applicable legal requirements, then UUW shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to UUW flowing from such termination.

## 7. BID CONTACT PERSON/S

- 7.1. Bidders are advised to address all correspondence relating to this Bid to the following people as indicated below:

| Enquiry Type | SCM Enquiries             | Technical Enquiries       |
|--------------|---------------------------|---------------------------|
| Name         | Lungelo Madlala           | Muziwoxolo Zuma           |
| Telephone    | 033 341 1209              | 033 341 1161/1116         |
| Email        | Lungelo.madlala@uuw.co.za | Muziwoxolo.Zuma@uuw.co.za |

- 7.2. Any additional information, responses to queries and/or changes to the Bid Document will be communicated to Bidders in the form of an addenda or Briefing Notes. Bidders are advised to ensure that they have received any issued addenda or Briefing Notes.

## 8. BID VALIDITY PERIOD

- 8.1. Validity Period : Proposals shall remain valid and open for acceptance for a period **150 calendar days** from the closing date
- 8.2. Extensions to the Validity Period: UUW may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request from UUW shall be made in writing, and the bidder is required to confirm the same in writing, failure by the bidder to confirm the extension of validity in writing will lead to disqualification from further evaluation.
- 8.3. UUW reserves the right to request all bidders to extend such validity period should the need arise. Bidders who reject or fail to respond to such request shall be regarded as non-response and be excluded for further evaluation and assessment.

## 9. GENERAL BID REQUIREMENTS

### 9.1. Signing requirements of a single entity

Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors or its equivalent of the organisation concerned. Copies of such an authorisation, must accompany each Bid in the format provided

### 9.2. Signing requirements of a consortium or joint venture

- 9.2.1 Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 9.2.2 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.
- 9.2.3 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.

9.2.4 A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.

- 9.2.5 The consortium/joint venture must submit a consortium/joint venture BBBEE certificate, if required as evidence to claim preferential goals.
- 9.2.6 In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.
- 9.2.7 Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 9.2.8 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.
- 9.2.9 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.
- 9.2.10A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.
- 9.2.11The consortium/joint venture must submit a consortium/joint venture consolidated B-BBEE certificate.
- 9.2.12In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

### 9.3. Format of submissions

Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub- paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.

All proposals should be submitted in the format as prescribed and according to the following instructions:

- Only proposals completed in English will be accepted.
- The onus is on the Bidder to submit all relevant information.

### 9.4. Number of bid documents to be submitted.

Each Tender offer communicated on paper shall be submitted as an original, plus one (1) electronic copy on a USB stick.

## 10. CONTRACT PARTICIPATION GOALS

10.1. Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% enterprises from uMngeni-uThukela Water area of operations participation and 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.

10.2. This will require tenderers to commit as part of their scope of work, a certain value of supplies, services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

### 10.3. Objective of CPG Programme

The objective of uMngeni-uThukela 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:

- a) Meaningful Economic Participation;
- b) Local Economic Development;
- c) Transfer of Technical, Management and Entrepreneurial Skills; and
- d) Creation of sustainable Black Enterprises

### 10.4. 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 uMngeni-uThukela 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 uMngeni-uThukela Water's consideration.

Tenderers (the main Service Provider irrespective of B-BBEE classification) who are on uMngeni-uThukela 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 25% for enterprises from uMngeni-uThukela Water area of operation participation and 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:

- Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
- Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

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

#### 10.5. Applicability

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

- a) 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:
  - (i) CPG Partner/s are to be sourced from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes. This is for the 25% worth of work
  - (ii) 10% will come from the database sourced in the project footprint also referred to as Local participation
- b) Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to uMngeni-uThukela Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- c) Value of the work to be sub contracted shall be at least **35% (minimum of 25% shall be from uMngeni-uThukela Water area of operation participation and 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- d) CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- e) 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.
- f) The main Service Provider **shall not** substitute or remove any CPG Partner/s without the written approval of uMngeni-uThukela Water.
- g) The working capital arrangements between the main Service Provider 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.
- h) Before the commencement of work, the main contractor shall furnish the CPG Partner/s shall be furnished with the letter of appointment providing the details of the their scope and a subcontracting agreement must be place.

#### 10.6. Invoicing and Payment

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

- a) Submission of payment certificate by the Service Provider– by 25<sup>th</sup> of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner
- b) Payment to the Service Provider – on the last day of the following month;
- c) The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by uMngeni-uThukela Water; and
- d) The submission from the Service Provider must include a schedule that clearly shows the following:
  - (i) Total Contract Sum
  - (ii) Total amount payable to CPG Partner/s excluding current month
  - (iii) Amount payable to CPG Partner for current month
  - (iv) % split of Total amount payable to Main Service Provider and CPG Partner/s
  - (v) The CPG Partner/s invoice

#### 10.7. Monitoring and Reporting on CPG

- a) uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- b) 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 Service Provider. Should disagreements arise, uMngeni-uThukela Water reserves the right to intervene to resolve the disagreement.
- c) 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.

### 11. INSURANCE

The Service Provider is required to provide the following insurances:

- 11.1 Public Liability Insurance  
Minimum Cover is: R10 000 000 (Ten million Rand)  
Period of cover: For the period of performance
- 11.2 Professional Indemnity Insurance  
Minimum Cover is: R5 000 000 (Five million Rand)  
Period of cover: For the period of performance

Insurance cover requirements should be confirmed with the Risk Department on award

## 12. QUALIFICATION AND EVALUATION

### 12.1. Evaluation Approach

UW has adopted a three (3) stage approach in evaluating bids, being:

**Stage 1:** Mandatory Requirements.

**Stage 2:** Evaluation of functionality and technical responsiveness

**Stage 3:** Price and Preference goals

### 12.2. Stage 1: Mandatory Requirements

| No | Document that must be submitted                                                                                                                                 | Mandatory | Non-submission may result in disqualification?                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------|
| 1. | SBD4 – Bidders disclosure                                                                                                                                       | Yes       | Complete and sign the supplied pro forma document                                                                                |
| 2. | Attendance of compulsory briefing session                                                                                                                       | Yes       | To be completed at Compulsory briefing session                                                                                   |
| 3. | Contract Participation Goals                                                                                                                                    | Yes       | Bidder to complete applicable Declaration                                                                                        |
| 4. | Letter of Good Standing in terms of COIDA Act for the company.                                                                                                  | Yes       | Valid Letter of Good Standing in terms of COIDA Act for the company, issued by the Department of Employment and Labour.          |
| 5. | Valid Regulatory body affiliation with Private Security Industry Regulatory Authority (PSIRA) for the Company.                                                  | Yes       | Valid copy of Company PSIRA Certificate, issued by PSIRA.<br><br><b>Note: Proof of application will not be accepted</b>          |
| 6. | Proof of registration with the Private Security Industry Provident Fund                                                                                         | Yes       | Valid letter from Private Security Industry Provident Fund as proof of registration                                              |
| 7. | Bidder must be located within North-East Region.<br><br>Physical security offices and operation within the King Cetshwayo or Mkhanyakude District Municipality. | Yes       | Valid proof of address as per the municipal bill not older than three months/ lease agreement in the company name/ CIPC document |

### 12.3. Stage 2: – Evaluation of Functionality

| Returnable Schedule         | Weighting % |
|-----------------------------|-------------|
| Tenderer's Experience       | 40%         |
| Experience of Key Personnel | 30%         |
| Physical verification       | 30%         |

**Failure to score a single point in any of the criteria listed below will deem the bid to be non-responsive and the bidder will be disqualified.**

The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.

The purpose of the application of qualification criteria is to determine the functionality of each proposal by assessing the quality thereof. Below is a detailed breakdown of the scoring criteria

- **Stage 1 of functionality (Weighted 70%):** Only bidders who scores at least 49 points on the first part of functionality evaluation will be eligible for stage 2 of the functionality evaluation
- **Stage 2 of functionality (Weighted 30%):** bidders that passed stage 1 of functionality will be eligible for physical verification. Physical verification on the resources and control room infrastructure with the total score out of 100 points. A **minimum of 21 points** on second stage of functionality evaluation

A minimum of 70 points on both of the functionality stages will be considered on Price and Specific Goals.

## TENDERER'S EXPERIENCE

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

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

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

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

### Note:

1. **Company's experience: Previous and Current Contracts for the provision of Security Services as per scope of work - Submit written reference per contract.**
2. **Tenderer to verify that the information provided is accurate and valid.**
3. **Proof submitted must correspond with the table below.**

| Description of work (service) | Period (e.g 1 Jan 2014 to date) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Company (Where the Service was provided) | Contact person and surname | Contact person office number | Email address |
|-------------------------------|---------------------------------|-------------------------------------------------------------------|------------------------------------------|----------------------------|------------------------------|---------------|
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |
|                               |                                 |                                                                   |                                          |                            |                              |               |

Scoring of the Tenderer's experience will be as follows (*Weighting = 40%*):

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SCORE | MAX POSSIBLE SCORE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|
| <p><b>1.1 Company experience in contracts / projects relating to security services. tenderers must submit appointment letters and must be accompanied by a signed reference letters which <u>must</u> indicate <u>contract value and duration</u> of the site secured.</b><br/> <b>Failure to submit a reference letters and appointment letters in line with contract value and duration for the contract indicated in the table will earn zero points.</b></p> <p><b>Scoring of Company Experience (50 points)</b></p> <ul style="list-style-type: none"> <li>• 4 years - 15 points</li> <li>• 5 years - 20 points</li> <li>• 6 years - 25 points</li> <li>• 7 years - 35 points</li> </ul> <p>Five additional points for every year above 7 years to a maximum of 50 points</p> | 50    | 100                |
| <p><b>1.2. Companies experience in the delivery of Security Services:<br/> R 5 Million minimum contract (50 points)<br/> Companies should submit appointment letters and reference letters</b></p> <ul style="list-style-type: none"> <li>• 1 contract - 20 points</li> <li>• 2 contracts - 30 points</li> <li>• 3 contracts - 45 points</li> </ul> <p>Five additional points for every contract above 3 contracts to a maximum of 50 points</p>                                                                                                                                                                                                                                                                                                                                   | 50    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |                    |

**Proof of valid appointment and reference letters dated and signed to include client name, contact person name and surname, email address, valid office telephone number**

### KEY PERSONNEL ASSIGNED TO THE WORK

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

### KEY PERSONNEL SCHEDULE

| No. | Proposed Function       | Key Person Name |
|-----|-------------------------|-----------------|
| 1.  | Area Security Manager   |                 |
| 2.  | Security Supervisor 1   |                 |
| 3.  | Security Supervisor 2   |                 |
| 4.  | CCTV Operator/Monitor 1 |                 |
| 5.  | CCTV Operator/Monitor 2 |                 |

### Notes:

- No substitution of resources may take place in terms of their functions without written consent from UMNGENI-UTHUKELA WATER.
- Please do not indicate "refer to attachment". Names must be indicated for evaluation purposes.
- Only one CV of each key personnel will be considered for evaluation as per chronological order in the tender document.

## EXPERIENCE OF KEY PERSONNEL

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

### Key Person Positions

- A. Area Security Manager
- B. Security Supervisor 1
- C. Security Supervisor 2
- D. CCTV Operator/Monitor 1
- E. CCTV Operator/Monitor 2

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

- 1) General experience (total duration of activity), level of education and training (Minimum of Matric with PSIRA Grade B) and positions held by the key person.

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

Each CV should be structured under the following headings:

#### Personal particulars

- Name and surname
- date and place of birth, Identity document number
- place (s) of tertiary education and dates associated therewith
- Qualifications including Valid PSIRA Certificate
- Name of current employer and position in enterprise
- Overview of the last 5 years of experience (year, organization, position and projects)
- Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows Weighting 30%:

| DESCRIPTION                                                                                                                                                       |                                                                                                                                                                                                                                                                                              | MAX POSSIBLE SCORE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Experience of an Area Security Manager in Security Services. Failure to submit a valid PSIRA certificate will earn zero points. (weighting = 40%)</b>          |                                                                                                                                                                                                                                                                                              | <b>100</b>         |
| Total duration of activity as a manager                                                                                                                           | Level of education and training (Minimum Matric and Grade B PSIRA)                                                                                                                                                                                                                           |                    |
| <ul style="list-style-type: none"> <li>• 2 yrs – 25 points</li> <li>• 3 yrs – 30 points</li> <li>• 4 yrs – 35 points</li> <li>• 5 and more - 40 points</li> </ul> | <ul style="list-style-type: none"> <li>• Matric plus Grade B (PSIRA) - 30 points</li> <li>• Matric plus Grade A (PSIRA) - 40 points</li> <li>• Matric plus NQF Level 5 - 50 points</li> <li>• Matric plus NQF Level 6 Security/Policing/Law/Criminology Qualification - 60 points</li> </ul> |                    |

**Experience of a Security Supervisor 1 in Security Services. Failure to submit a valid PSIRA registration will earn zero points. (weighting = 20%)**

| Total duration of activity as Security Supervisor                                                                                                                 | Level of education and training (Minimum Matric and Grade B PSIRA)                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 2 yrs – 25 points</li> <li>• 3 yrs – 30 points</li> <li>• 4 yrs – 35 points</li> <li>• 5 and more - 40 points</li> </ul> | <ul style="list-style-type: none"> <li>• Matric plus Grade B (PSIRA) - 30 points</li> <li>• Matric plus Grade A (PSIRA) - 40 points</li> <li>• Matric plus NQF Level 5 - 50 points</li> <li>• Matric plus NQF Level 6 Security/Policing/Law/Criminology Qualification - 60 points</li> </ul> |

**Experience of a Security Supervisor 2 in Security Services. Failure to submit a valid PSIRA registration will earn zero points. (weighting = 20%)**

| Total duration of activity as Security Supervisor                                                                                                                 | Level of education and training (Minimum Matric and Grade B PSIRA)                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 2 yrs – 25 points</li> <li>• 3 yrs – 30 points</li> <li>• 4 yrs – 35 points</li> <li>• 5 and more - 40 points</li> </ul> | <ul style="list-style-type: none"> <li>• Matric plus Grade B (PSIRA) - 30 points</li> <li>• Matric plus Grade A (PSIRA) - 40 points</li> <li>• Matric plus NQF Level 5 - 50 points</li> <li>• Matric plus NQF Level 6 Security/Policing/Law/Criminology Qualification - 60 points</li> </ul> |

**Experience of a CCTV Operator/Monitor 1. Failure to submit a valid PSIRA registration will earn zero points. (weighting = 10%)**

| Total duration of activity as CCTV Operator/Monitor                                                                                                               | Level of education and training (Minimum Matric and Grade B PSIRA)                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 2 yrs – 25 points</li> <li>• 3 yrs – 30 points</li> <li>• 4 yrs – 35 points</li> <li>• 5 and more - 40 points</li> </ul> | <ul style="list-style-type: none"> <li>• Matric plus Grade B (PSIRA) – 30 points</li> <li>• Matric plus CCTV/control room Operation certificate – 40 points</li> <li>• Matric plus NQF Level 5 CCTV/control room Operation certificate – 50 points</li> <li>• Matric plus NQF Level 6 CCTV/control room Operation certificate – 60 points</li> </ul> |

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                      |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Experience of a CCTV Operator/Monitor 2. Failure to submit a valid PSIRA registration will earn zero points. (weighting = 10%)</b>                             |                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>Total duration of activity as CCTV Operator/Monitor</b>                                                                                                        | <b>Level of education and training (Minimum Matric and Grade B PSIRA)</b>                                                                                                                                                                                                                                                                            |  |
| <ul style="list-style-type: none"> <li>• 2 yrs – 25 points</li> <li>• 3 yrs – 30 points</li> <li>• 4 yrs – 35 points</li> <li>• 5 and more - 40 points</li> </ul> | <ul style="list-style-type: none"> <li>• Matric plus Grade B (PSIRA) – 30 points</li> <li>• Matric plus CCTV/control room Operation certificate – 40 points</li> <li>• Matric plus NQF Level 5 CCTV/control room Operation certificate – 50 points</li> <li>• Matric plus NQF Level 6 CCTV/control room Operation certificate – 60 points</li> </ul> |  |

Stage 2 of functionality

**PHYSICAL VERIFICATION Weighting = 30%**

| Site Inspection: Resources and Control room infrastructure                                                                              |    |                                                                                                                                                                                                                                                                                                                                                          | Score | Evidence: Site report                                                                                   | Actual score                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Control room specification adherence and tools                                                                                          | 25 | <ul style="list-style-type: none"> <li>• Brick walls (5point)</li> <li>• Access controlled with electronic system and burglar proofing (5 point)</li> <li>• Functional Air Conditioning (5 Point)</li> <li>• Functional guard patrol monitoring system (5 Points)</li> <li>• Back-up power in the form of generator or solar power (5 Points)</li> </ul> |       | Security Site Inspection will be carried out in order to verify all above requirements of control room. | The resources will be inspected during site visit |
| Fire arms (hand guns, short-gun and rifle)                                                                                              | 15 | <ul style="list-style-type: none"> <li>• 1-5 Firearms (3 Point)</li> <li>• 6-10 Firearms (6 Points)</li> <li>• 11-15 Firearms (9 Points)</li> <li>• 16-20 Firearms (12 Points)</li> <li>• 20 Plus Firearms (15 Points)</li> </ul>                                                                                                                        |       | Failure to provide firearms with up to date licenses will result in zero point allocation               | Availability of firearms during site visit        |
| Administrative and operational plan.                                                                                                    | 10 | <ul style="list-style-type: none"> <li>• Standard incident reporting procedures (2 Point)</li> <li>• Emergency handling procedures (2 Point)</li> <li>• Security Breach handling procedures (2 Point)</li> <li>• Code of Conduct (2 Point)</li> <li>• Criminal check procedure (2 Point)</li> </ul>                                                      |       | Failure to provide proof of the procedure as per bullet point request will result to zero point.        | Provide evidence file                             |
| Functional Communication equipment E.g. PTT or two-way radio system (licenses to be provided) and tested ability to connect with sites. | 20 | <ul style="list-style-type: none"> <li>• Not functional (0 Points)</li> <li>• Fully operational (20 Points)</li> </ul>                                                                                                                                                                                                                                   |       | Failure to provide communication license will result to zero (0 Points).                                | Communication test with sites to be conducted     |

|                                                                                                                               |    |                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                 |                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Riot and Crowd Control Capacity ( to protect people at UUW and property during strikes, plant closings and natural disasters) | 10 | Non-existence (0 Points)<br><br>Existing capacity on equipment/resources (10 points)                                                                                                                                                                                                                                                                                |  | Failure to demonstrate capacity such as crowd control equipment and gear will result to zero (0 Points)                                                         | Physical assessment will be done on the available equipment/resources they must have full riot gear |
| Registers / Security Aids/Management toolkits                                                                                 | 20 | <ul style="list-style-type: none"> <li>• Company uniform samples with logo (5 Points)</li> <li>• Functional Company Official Identification card printer and Occurrence book (5 Points)</li> <li>• Batons bullet proof vests and handcuffs (5 Points)</li> <li>• Patrol vehicles real time location monitoring system (minimum of 4 vehicles) (5 points)</li> </ul> |  | Failure to provide evidence will result to zero point on in each above bullet point. Security site inspection will be conducted to verify information provided. | Evidence of the resources must be provided during site inspection                                   |

#### 12.4 Third Stage: Price and Preference

- 12.4.1. Subsequent to the evaluation of essential minimum criteria and functional criteria, the third stage of evaluation of the bids will be in respect of price and preferential procurement only.
- 12.4.2. Price proposals should be submitted in South African Rand including Value Added Tax (VAT) where applicable
- 12.4.3. The bidder shall provide the price proposal as detailed in SBD 3.1
- 12.4.4. In compliance with the Preferential Procurement Regulations 2022, the following preference point systems are applicable to invitations to tender, The 90/10 system for requirements with a Rand value above R50 000 (all applicable taxes included).
- 12.4.5. Points for this bid shall be awarded for:
- Price; and (90 Points)
  - Preference Goals as defined in SBD 6.1 (10 Points)

The Preference Goals that have been identified for this bid is stipulated in SBD 6.1

|                                            | Description                                           | 90/10     | Evidence to be provided                         |
|--------------------------------------------|-------------------------------------------------------|-----------|-------------------------------------------------|
| HDI                                        | An entity which is at least 51% owned by black people | 5         | Sworn Affidavit/<br>Valid B-BBEE<br>Certificate |
| HDI                                        | An entity which is at least 51% owned by women        | 5         | Sworn Affidavit/<br>Valid B-BBEE<br>Certificate |
| <b>Total points for preferential goals</b> |                                                       | <b>10</b> |                                                 |

- 12.4.6. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed
- 12.4.7. Uuw reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Uuw.
- 12.4.8. Uuw reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract where applicable
- 12.4.9. Uuw reserves the right not to accept the lowest financial offer or any offer
- 12.4.10. Uuw will appoint only one service provider for the North-East Region. No service provider will be appointed to more than one Region due to the scale, complexity and high-risk nature of each Region.**

### 13. CONFIDENTIAL INFORMATION

- 13.1. Bidders agree to keep information provided pursuant to this Bid confidential (“**Confidential Information**”)
- 13.2. All Confidential Information provided (including all copies thereof) remains the property of UUW
- 13.3. By receiving this Bid each Bidder and each of its Members agree to maintain its submission in response to this Bid as confidential from third parties other than the UUW and its officials, officers and advisors who are required to review the same for the purpose of this procurement.
- 13.4. The Confidential Information provided by UUW may be made available to a Bidder's Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).
- 13.5. Bidder's Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of UUW.
- 13.6. The Confidential Information may not be used for any other purpose than that for which it is intended.
- 13.7. Bidders, Relevant Entities, members, employees and professional advisors may be required to sign confidentiality agreements.

### 14. INTELLECTUAL PROPERTY

All materials and data which are submitted by Bidders shall become the sole property of UUW, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

### 15. INDEMNITY

Bidders shall be deemed by their submission of a proposal to agree to indemnify UUW and hold it harmless from any claim or liability and defend any action brought or legal step against UUW for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

### 16. GOVERNING LAWS AND RULES

- 16.1. The primary enabling legislation for this Bid is the PFMA,
- 16.2. This Bid is issued by UUW in terms of the SCM prescripts read with the PFMA, as the formal step of the procurement process.
- 16.3. Procurement will be carried out following prescribed legislation, which includes the Constitution, the PFMA the Preferential Procurement Policy Framework Act, Number 5 of 2000 and its regulations.

#### 16.4. Bidder's Responsibilities

- 16.4.1. If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this Bid, the Bidders should notify UUW and UUW will provide clarification as to the intended position.
- 16.4.2. To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the Bid, but such inconsistency is not identified by any Bidder and/or clarified by UUW prior to submission of the Bidder's Proposal, the terms of the General

Conditions of Contract shall prevail.

#### 16.5. Contact Policy

- 16.5.1. Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of U UW or any other U UW official(s) who may be associated with this solicitation (other than the Bid contact persons as listed), without the prior written approval of U UW save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.
- 16.5.2. This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of U UW.
- 16.5.3. Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of U UW or any of U UW official(s) engaged in the Bid, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

#### 16.6. Corruption

- 16.6.1. U UW is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Bid.
- 16.6.2. If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or other gratuity to any public official or employee of U UW, relevant authority, or consultant to U UW for the Bid either directly or through an intermediary, U UW reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.
- 16.6.3. U UW and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. U UW reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

#### 16.7. No partnership, No offer

- 16.7.1. This Bid, initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with U UW shall enter into a Service Level Agreement.

#### 16.8. Independent Submission

- 16.8.1. By responding to this Bid document each Bidder and its constituent Members certifies that:
- 16.8.1.1. its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.
  - 16.8.1.2. unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and
  - 16.8.1.3. no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition.

- 16.8.2. The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the

Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

- 16.8.3. Any material failure on the part of a Bidder to comply with the Mandatory Requirements listed in this Bid, to the extent that same are not waived by UUW, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

#### 16.9. Grounds for Disqualification

- 16.9.1. The following events, in addition to any other events contained in this Bid Document, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in UUW determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

- 16.9.1.1. an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member.
- 16.9.1.2. past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the procurement process, or any other government procurement process.
- 16.9.1.3. an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).
- 16.9.1.4. Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Bid on any matter concerning the Bid at any time during the procurement process, without due authority of the UUW, shall be disqualified from further participation in the procurement process.
- 16.9.1.5. Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.
- 16.9.1.6. Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for UUW constitutes a ground for disqualification.

#### 16.10. Undertaking by Bidders

- 16.10.1 By signing a submission in response to this Bid Document, each Bidder signatory warrants that save as disclosed in writing to UUW, the response to this Bid Document and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to UUW, each Member of the Bidder has:

- 16.10.1.1. not passed a resolution nor is the subject of an order by the court for the company's winding-up.
- 16.10.1.2. not been convicted of a criminal offence relating to the conduct of its business or profession.
- 16.10.1.3. not committed an act of grave misconduct in the course of its business or profession.
- 16.10.1.4. fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.

- 16.10.1.5. not made any misrepresentation in providing any of the information required in relation to the above; and
- 16.10.1.6. not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

## 17. INCORRECT OR MISLEADING INFORMATION

UWU may disqualify any Bidder and/or revoke any decision in respect of the selection of a Successful Bidder or the announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Bidder or its constituent members, advisors and/or agents provided in response to this Bid.

## 18. AUTHORITY TO SIGN

**Bid No:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Name of Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader:**

**Name:** \_\_\_\_\_

**Registration Number:** \_\_\_\_\_ RESOLUTION OF THE

DIRECTORS OF THE COMPANY etc. RESOLVED that \_\_\_\_\_, in his/her

capacity as \_\_\_\_\_ is authorized to make applications on behalf of the

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for:

Any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business. Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader. (Sole member to sign this resolution)

**Signature of members:**

| Name     | Signature | Date  |
|----------|-----------|-------|
| 1. _____ | _____     | _____ |
| 2. _____ | _____     | _____ |
| 3. _____ | _____     | _____ |
| 4. _____ | _____     | _____ |
| 5. _____ | _____     | _____ |
| 6. _____ | _____     | _____ |

**NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE WILL RESULT IN THE TENDERER RENDERED INCOMPLETE AND MAY BE DISQUALIFIED/ ALTERNATIVELY THE TENDERER MAY ATTACH A SIGNED COMPANY RESOLUTION ON A COMPANY LETTERHEAD**

## 19. SBD 4 - BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

- 2.2.1 If so, furnish particulars:

---

---

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

---

---

### 3 DECLARATION

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

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

---

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

services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## 20. SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 90         |
| SPECIFIC GOALS                                   | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below

as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

|                                                             | (To be completed by the organ of state)   | (To be completed by the tenderer)       |
|-------------------------------------------------------------|-------------------------------------------|-----------------------------------------|
| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) | Number of points claimed (90/10 system) |
| An entity which is atleast 51% owned by black people        | 5                                         |                                         |
| An entity which is atleast 51% owned by women               | 5                                         |                                         |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

## 21. DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

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

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by: **UMNGENI-UTHUKELA 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 uMngeni-uThukela 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 uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela 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 uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela 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 ( uMngeni-uThukela Water and the Bidder); and uMngeni-uThukela 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**

## 22. DECLARATION TENDERER'S HEALTH AND SAFETY

In terms of the Occupational Health and Safety Act (OHSA) 85 of 1993 and specifically the Government Notice No.R84 of 7 February 2014 by Department of Labour comprising the Construction Regulations 2014 (hereafter referred to as "the Regulations"), the Professional Services Provider appointed in terms of this tender assumes the role of the "Designer" as defined by the Regulations.

The Regulations impose duties on the Designer with regard to the design of both permanent and temporary works contemplated in the terms of reference/ Scope of Work. To that effect a person duly authorized by the Tenderer shall 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 Construction Regulations, 2014 contained in Government Notice No. R 84.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to carry out the design work contemplated under this contract with due regard to the "Duties of Designer" outlined in Regulation 6 and to achieve compliance with the Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to comply with the requirements of the Regulations as they apply to the Designer and also as they apply to any other duties that, by agreement, may be delegated to me by the Employer. 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 comply with these requirements.
4. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Pricing Schedule to cover the cost of all resources, actions, training and all health and safety measures envisaged for the designer in the Regulations.
5. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the Contract for failure on my part to comply with the provisions of the Act and the Regulations.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Regulations, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

\_\_\_\_\_  
Full Names & Surname  
(Duly authorized)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

## PRO FORMA OHS NOTIFICATION

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

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

1. (a) Name and postal address of Contractor:.....  
(b) Name of Contractor's contact person: .....  
Telephone number:.....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of Purchaser: .....  
(b) Name of Purchaser's contact person or agent:.....  
Telephone number:.....
4. (a) Name and postal address of designer(s) for the project:.....  
(b) Name of designer's contact person:.....  
Telephone number:.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):.....  
Telephone number:.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office: .....
8. Nature of the construction work: .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of Sub-Contractors on the construction site accountable to Contractor:  
.....
13. Name(s) of Sub-Contractors already chosen: .....

SIGNED BY:.....

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

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

### 23. RECORD OF ADDENDA TO TENDER DOCUMENTS

|                                                                                                                                                                                      |             |                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------|
| We confirm that the following communications received from UW before the submission of this Bid Document, amending the Bid Document, have been taken into account in this Bid offer: |             |                         |
|                                                                                                                                                                                      | <b>Date</b> | <b>Title or Details</b> |
| 1.                                                                                                                                                                                   |             |                         |
| 2.                                                                                                                                                                                   |             |                         |
| 3.                                                                                                                                                                                   |             |                         |
| 4.                                                                                                                                                                                   |             |                         |
| 5.                                                                                                                                                                                   |             |                         |
| 6.                                                                                                                                                                                   |             |                         |
| 7.                                                                                                                                                                                   |             |                         |
| 8.                                                                                                                                                                                   |             |                         |
| 9.                                                                                                                                                                                   |             |                         |
| 10.                                                                                                                                                                                  |             |                         |

\_\_\_\_\_  
Full Names & Surname  
(Duly authorized)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

## 24. OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT (NAME) \_\_\_\_\_

ON BEHALF OF (COMPANY) \_\_\_\_\_

ATTENDED THE COMPULSORY BRIEFING SESSION AT **UMNGENI-UTHUKELA WATER** AS  
FOLLOWS:

- **TIME** : 11H00
- **DATE** : 29 June 2026
- **VENUE** : 7 Portland Road, Mkhondeni, Pietermaritzburg 3201

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE  
TO BE RENDERED.

\_\_\_\_\_  
**TENDERER'S SIGNATURE /REPRESENTATIVE**

**DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**UMNGENI-UTHUKELA WATER SCM REPRESENTATIVE**  
(PRINT NAME)

\_\_\_\_\_  
**SIGNATURE**

**UMNGENI-UTHUKELA WATER'S STAMP**

## 25. CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please indicate in the relevant block below that you have completed/attached the required documents and schedules that form part of your response

| No. | Description                                                                                                                                                                                                                                                                                                         | Yes/No |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.  | SDB 1 - Tender notice and invitation to bid.                                                                                                                                                                                                                                                                        |        |
| 2.  | Certificate of Authority for signatory / Delegation of authority                                                                                                                                                                                                                                                    |        |
| 3.  | SBD4 – Bidder's Disclosure                                                                                                                                                                                                                                                                                          |        |
| 4.  | SBD 6.1 – Preference point claim form                                                                                                                                                                                                                                                                               |        |
| 5.  | Supporting documents to claim preference points                                                                                                                                                                                                                                                                     |        |
| 6.  | Record of Addenda issued (if any)                                                                                                                                                                                                                                                                                   |        |
| 7.  | Registration on the National Treasury Database (proof)                                                                                                                                                                                                                                                              |        |
| 8.  | Attendance of compulsory briefing session                                                                                                                                                                                                                                                                           |        |
| 9.  | Active Registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach a copy of CIPC/CIPRO certificate for the bidder and copies of South African Identity Documents or Valid Passports of all Members. Directors / owner (In a case of a sole proprietor or Partnership) |        |
| 10. | A Joint Venture Agreement in case of a Joint Venture [where applicable]                                                                                                                                                                                                                                             |        |
| 11. | Letter of Good Standing in terms of COID Act for the company.                                                                                                                                                                                                                                                       |        |
| 12. | Valid Regulatory body affiliation with Private Security Industry Regulatory Authority (PSIRA) for the Company.                                                                                                                                                                                                      |        |
| 13. | Proof of registration with the Private Security Industry Provident Fund                                                                                                                                                                                                                                             |        |
| 14. | Certified Copy of valid Letter of Good Standing – Affinity Health                                                                                                                                                                                                                                                   |        |
| 15. | Certified Copy of Registration Certificate with U.I.F                                                                                                                                                                                                                                                               |        |
| 16. | Accreditation National Key Point Certificate indicating assigned NKP Facilities and a Letter to tender (Issued by the office of National Key Point Regulator)                                                                                                                                                       |        |
| 17. | P.A.P.A License                                                                                                                                                                                                                                                                                                     |        |
| 18. | I.C.A.S.A License                                                                                                                                                                                                                                                                                                   |        |

|     |                          |  |
|-----|--------------------------|--|
| 19. | Company Vehicle Logbooks |  |
| 20. | CPG Declaration          |  |
| 21. | Insurance Requirements   |  |
| 22. | Pricing Schedule         |  |

# **Terms of Reference**

## **And**

# **Price page/schedule**

## 26. TERMS OF REFERENCE SCOPE OF WORK

### 1. Background

#### Description of the services

The service provider to provide guarding security services that will ensure the security of people; property and information of UMNGENI-UTHUKELA WATER.

The service provider will issue each security officer with at least the following items which must be covered under the overhead cost as per PSIRA Contract Pricing Guideline:

- 3x sets of shirts per person
- 3x pairs of pants/trousers/skirts
- 1x belt per person
- 1x pair of safety boots /shoes per person
- 3x pairs of socks per person
- 1x raincoat per person
- 1x jersey per person
- 1x whistle per person
- 2x pairs of handcuffs per site
- 1x pocket notebook per person
- 2x torches per site (must be operational at all times)
- 2x "Ton – Fa" baton per site
- 2x Defensive Pepper spray and holster per site
- 1x Pen per person
- 2x Umbrellas per site
- 1x Winter Jacket per person
- 1 x Beanie per person
- 1 x Hand gloves per person, where applicable
- 1 x Sun hat per person
- 1 x Pair of sunglasses (for glare)
- 1 x Reflective jacket/vest per person
- 15 x Bulletproofs **(Where a firearm is issued)**

All items must be in good working order at all times. The Service Provider must have a system of regular inspections to ensure that uniforms and consumable items are replaced before being worn out or become unserviceable. It is recommended that an annual issue of at least one set of uniform or personal protective equipment is issued.

### 2. Extent of the services

The Security service provider will be responsible for the provision of security patrol vehicles, firearms, other security equipment, security monitoring systems, security officers Grade C, B and the overall management, security risk assessments, performance , administration of security services and recommendation of security solutions for continual improvement

#### SECURITY OFFICERS - GRADE B

- Implement UMNGENI-UTHUKELA WATER Security policies, Search Procedure and site specific security procedures
- Overseeing of access control processes
- Control and Supervisory Duties
- Reaction to and Investigation of incidents on site
- Conduct breathalyser testing

- Monitoring of CCTV surveillance system
- Monitoring of all security systems
- Participation in emergency response simulations and actual situations
- Conducting patrols using patrol security systems and general foot patrols
- Recording of activities in all security registers
- Management of security teams
- Compile weekly and monthly report
- Conduct and compile a preliminary investigation report

#### SECURITY OFFICERS – GRADE C

- Conduct access control duties
- Implement UMNGENI-UTHUKELA WATER Search Procedure and site-specific security procedures
- Conduct escorting duties
- Reaction to and Investigation of Incidents on Site
- Conduct breathalyzer testing
- Monitoring of all security systems
- Participation in emergency response simulations and actual situations
- Conducting of patrols using electronic security systems and general foot patrols
- Recording of activities in all security registers
- Daily security administration duties

### 3. Use of reasonable skill and care

The Service Provider will be required to supply trained & competent, uniformed, equipped, and supervised personnel for the purpose of eliminating security breaches within UMNGENI-UTHUKELA WATER sites. All security personnel should be registered with the security professional body (PSIRA). The Security Company shall retain training records for all security personnel and manage the continuous validity of training certificates

#### **DEFICIENCIES**

Practices that will not be accepted by the Employer from the Service Provider or the individual Security officer employed by the Service Provider are listed in **Annexure A: Schedule of Deficiencies.**

The Employer reserves the right to impose penalties, financial or otherwise for transgressions indicated in the Schedule **of Deficiencies.**

The Employer will advise the Service Provider in writing of any transgressions and the penalties imposed.

The Employer reserves the right to recover any loss suffered from the Service Provider, on a monthly basis.

### 4. Co-operation with other service providers

The Service Provider will be expected to co-operate with other service providers such as, SAPS, Emergency Services, Department of Employment & Labour and Contractors / suppliers / visitors.

### 5. Brief

Security officers on duty **will not** go off duty until relieved, failure to comply with this requirement will result in a penalty being imposed in terms of the **“Deficiencies Schedule” in Annexure A**

The Service Provider's Supervisory and Management staff will ensure that Security Officers perform their duties in accordance with the Service Level of Agreement.

The Service Provider should ensure that all the sites are visited by the Supervisors or Management atleast once per shift.

The Service Providers' Management Representative will schedule a meeting with Client's Representative at the site concerned and will provide a written report/minutes of the monthly Management Meeting.

The supervisor must conduct atleast one monthly physical inspection per site.

The Service Providers' Management Representative must check all entries made by Security Officers in the Occurrence Books during their site visits and sign against these records. Escalate emergency issues to Client's Representative.

During each visit, the Supervisor will:

Check the Security Officers on duty and ensure that they are carrying out their duties correctly and efficiently in accordance with the Service Level Agreement.

Check that all security equipment issued to the Security Officers is available and operational. A record to this effect must be made in the Occurrence Book (OB).

Visit the site's control room/site and establish from UMNGENI-UTHUKELA WATER staff on duty whether all is in order.

The Supervisor to visit the remote sites on a daily basis and all other sites to be visited once per shift.

Each visit will be recorded in red in the OB book.

#### **Security Managers:**

Security Manager to report, investigate and provide detail incident investigation report with recommendations

Incident investigation report to include but not limited to the following:

- Introduction
- Background
- Methodology
- Discussion & Root causes
- Corrective and preventative measures
- Objectives evidence, pictures etc.

#### **Area Office and Radio/Cell Phone Communications**

The Contractor must have a Branch Office or a 24 hour control room situated within the area that is within 30 minutes vehicle travelling time of any of the sites within this area.

The Contractor must ensure that there is a suitable, reliable radio link between each UMNGENI-UTHUKELA WATER sites and its Area control room. The Area control room must be manned by at least Grade B Security Officers staff on a 24-hour basis.

Supervisory staff will be in continuous radio/cell contact with both the Security Officers on duty at UMNGENI-UTHUKELA WATER installations and the Area control room.

Where there is more than one Security Officer on duty at any one time on a site then they must

be in constant contact with each other when they are away from the Security office. This requirement must operate on a 24-hour basis.

The Contractor must be able to supply this radio/cell communications service immediately the contract is awarded.

The radio communications system must include for all landlines, repeaters, aerials and antennae, base stations, portable and ancillary equipment necessary to ensure an effective radio link.

### **Armed Reaction Unit**

Must provide an escorting service to UMNGENI-UTHUKELA WATER staff on official business to remote sites declared as hot spots. A and B team are constituted as follows:

- - **A Team consists of two (2) armed guards (grade C) using security company owned vehicle,**
  - **B Team consists of one (1) armed guard (grade C) accompanying an UUW employee using UUW's vehicle.**

### **Hours of Work, Pay and Staffing Levels**

The hours of work performed by the Security Officers must comply with the Basic Conditions of Employment Act 75/1997 as amended, and that of the professional body to whom all security service providers are registered with.

## **6. Applicable national and international standards requirements for security staff**

It is the responsibility of the service provider to ensure that at the site where they render security services in terms of this contract, that the security staff in his employment must meet the following conditions at all times.

- The security officers will conform to the definition of Security Officer as laid down by PSIRA Act 56 of 2001, Sectoral Determination 6, National Key Points Act 102 of 1980, as amended, and will be required to meet but not limited to the following standards:
- Must be registered and have a valid certificate with the Security Industry Regulatory Authority (PSIRA) in respect of the relevant grade of Security Officer required for the post.
- Must have undergone the relevant training for the Grade of Security Officer required.
- Must be physically able to carry out duties required of a Security Officer.
- Must be able to read, write and speak English
- Grade B security officer to have basic computer skills (Email, Microsoft Word and Excel, and technological experience.
- Valid Firearm competence certificates for Grade B Security Officer in compliance with the Firearm Control Act 60 of 2000
- Provide copies of Firearm licences to be used on site
- Firearm register
- Valid driver's license for officers that are driving vehicles
- Periodic Medical fitness certificates for all security personnel deployed within any of UMNGENI-UTHUKELA WATER operational sites

Copies of certificates include competence certificates mentioned in this contract must be provided to the UMNGENI-UTHUKELA WATER Security Manager and UMNGENI-UTHUKELA WATER Clinic Sister for the site concerned before the Security Officer will be permitted to work on an UMNGENI-UTHUKELA WATER site. Failure to comply with this requirement will result in the Security Officer being immediately removed from the site, and a penalty being imposed as

laid down in the Schedule of Deficiencies attached as Annexure A.

It is the responsibility of the service provider to ensure that all security officer profiles are continuously updated for all security officers placed on the site (e.g. registration details, certificates of training).

#### **7. Particular/Generic specifications**

The Security services provision shall be carried out by competent, experienced employees, properly trained in security and registered with the Security Industry Regulatory Authority (PSIRA).

All the employees shall be under the control and supervision of competent and trained senior supervisors employed by the Service Provider whilst carrying out their duties.

All employees shall be clothed in clean and distinctive uniforms whilst carrying out their duties, and a neat and tidy appearance must be maintained at all times.

The number of security employees required to provide the services shall be as detailed in the Bill of Quantities. The number of security employees may be reduced or increased by UMNGENI-UTHUKELA WATER by serving a 24 hours' written notice to the Service Provider.

The working hours of the security employees shall comply with the requirements of all relevant statutes, rules and regulations applicable to the security industry.

All UMNGENI-UTHUKELA WATER employees may be subjected to baggage searches by security before entering and leaving the UMNGENI-UTHUKELA WATER's premises.

The security employees may be rotated at the instance of UMNGENI-UTHUKELA WATER to avoid their level of services being compromised through intimidation or familiarity with the public and UMNGENI-UTHUKELA WATER's employees.

#### **8. Access to land / buildings / sites**

The Service Provider's employees will be subjected to UMNGENI-UTHUKELA WATER's access control procedures.

A compulsory site induction session will be necessary prior to any work being undertaken by any security personnel

#### **9. Quality management**

Representatives of the Service Provider's management who may be accompanied by a duly appointed representative of UMNGENI-UTHUKELA WATER shall carry out one inspection per month.

Problems pointed out during such inspections shall be noted and action shall be taken to rectify these problems within 24 (twenty four) hours of them being noted.

A preliminary incident book recording problems that arise shall be kept by UMNGENI-UTHUKELA WATER.

All major incidents require reports to be submitted to the UMNGENI-UTHUKELA WATER's representative.

Investigations into incidents involving security staff on site should be carried out by Managers and Inspectors.

Service provider to be competent to conduct polygraph test as and when required by the client

that will be triggered by the nature and complexity of the incident occurred.

Reports submitted to UMNGENI-UTHUKELA WATER's representative regarding these investigations should contain the Cause, Analysis and Recommendations

## 10. Format of communications

The contractor must provide UMNGENI-UTHUKELA WATER with a monthly report per site on the following before the agreed meetings:

- Names of guards on duty
- Grades of guards on duty
- Schedule of training that guards have undergone
- Names of Inspectors assigned to each site/area
- Shift pattern
- Guard Rotational plan
- Site Operational Plan
- Detail of all deficiencies incurred in the month
- Details of Disciplinary Enquiries instituted for guards utilized on UMNGENI-UTHUKELA WATER sites
- Details of all incidents in the month
- Crime statistics for each area
- Information on criminal trends
- Details of all findings/observations made during patrols
- Magtouch patrols undertaken

### Security Risk Assessment

Annual security risk assessment are to be aligned to the National Key point requirements. A Threats & Risk Assessment aligned to that of the National Intelligence Agency, to be conducted every twelve months (within 365 days per site). An annual schedule of site security risk assessments must be submitted at the beginning of each financial year. A detailed documented risk report with an approved risk methodology and recommended security solutions to be provided A Threat & Risk Assessment aligned to that of the National Intelligence Agency, if required by UMNGENI-UTHUKELA WATER because of any extraordinary incident

All sites must have vulnerability assessments undertaken to determine their threats and response actions.

### Training and Safety Documents

**Each site must be provided with file with all the applicable records for Security Officers deployed per site**

- Copies of ID
- Valid PSIRA registration
- Criminal clearance
- General Health and Safety
- First Aid Level 1
- Environmental awareness
- Signed job description
- Signed induction
- Medical Certificate of Fitness
- Letter of Good standing
- Fire arm training
- Customer Service Training
- Behavior detection training
- PPE and uniform issue register

**In addition to this a file with required safety documents will need to be submitted, reviewed on an annual basis for the duration of the contract. These requirements will be agreed upon on award of contract with the SHEQ Manager.**

#### **11. Key personnel**

The Service Provider is to supply a list of key personnel and their contact details. Key personnel must be contactable 24 hours per day and 7 days per week.

It is a requirement of this contract that all key personnel must have a security criminal clearance conducted prior to deployment on site. This information must be provided to UMNGENI-UTHUKELA WATER. All PSIRA registration must be verified before deployment to site and information must be provided to UMNGENI-UTHUKELA WATER

#### **12. Management meetings**

The successful Service Provider will be required to attend monthly meetings with the respective UMNGENI-UTHUKELA WATER site managers or SHEQ Co-ordinators. These meetings will discuss outstanding issues, problematic areas and future planning.

The Service Provider is to undertake and provide minutes of these meetings.

#### **13. Electronic payments**

The service provider shall complete SUPPLIERS' DATABASE REGISTRATION FORM after the award of the contract and submit documents as required.

#### **14. Daily records**

Security Officers must be able to complete and maintain the following documentation:

- Occurrence Book (OB) (supplied by Security Service Provider)
- Access Permit System (supplied by UMNGENI-UTHUKELA WATER)
- Access Control Registers (supplied by UMNGENI-UTHUKELA WATER)
- Goods Removal Permit System (supplied by UMNGENI-UTHUKELA WATER)
- Key Register (supplied by UMNGENI-UTHUKELA WATER)
- Firearm Register (supplied by Security Service Provider)
- Visitors/Declaration of equipment register (supplied by UMNGENI-UTHUKELA WATER)
- Any other site specific requirement as per site security procedure

#### **15. Insurances**

The successful service provider will be required to have Public Liability Cover to the value of R10M for any one incident.

#### **16. Use of documents by the Employer**

All completed Occurrence Books, incident registers and firearm registers must be kept on site and retained by UMNGENI-UTHUKELA WATER for audit purposes.

#### **17. Property provided for the Service provider's use**

UMNGENI-UTHUKELA WATER undertakes to supply a room or guardhouse on its premises where the Service Provider's personnel can attend to administrative functions in relation to the security service provided in terms of this contract.

## **18. Proof of compliance with the law**

The Service Provider must comply with the provisions of the Private Security Industry Regulation Act 56 of 2001 and Regulations as they are introduced.

The Service Provider and the owner, directors or partners must be registered with PSIRA as Security Service Providers as per the provisions of the Act. The valid certificates must be produced as proof of this registration prior to the contract being awarded.

Any transgressions whereby the Service Provider is convicted by PSIRA or any other legal authority will result in UMNGENI-UTHUKELA WATER immediately cancelling the contract.

The Service Provider must comply with the provisions of the National Firearms Control Act.

The hours of work performed by the Security Officers must comply with the Basic Conditions of Employment Act 75/1997 as amended.

Prior to a Security Officer being deployed on a site he/she must have undergone an Induction course with the SSHEQ coordinator in terms of the site's Safety, Health and Environment (SHE) Programme including all the provisions of the Occupation Health and Safety Act. Failure to comply with this requirement shall result in a penalty being imposed as listed on the Schedule of Deficiencies attached as Annexure A.

## ANNEXURE A

### UMNGENI-UTHUKELA WATER

#### SCHEDULE OF DEFICIENCIES

|    | DEFICIENCY                                                                                                                   | RESPONSIBLE | 1 <sup>ST</sup> OFFENCE                                                | 2 <sup>ND</sup> OFFENCE              | 3 <sup>RD</sup> OFFENCE                              |
|----|------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------|
| A  | Security Officer(s) not posted                                                                                               | Contractor  | Financial R1000                                                        | R2000                                | Possible contract termination                        |
| A1 | Late Posting by + 30 mins                                                                                                    | Contractor  | Financial R300                                                         | R600                                 | Possible contract termination                        |
| B  | No Radio/ Unserviceable Radio                                                                                                | Contractor  | Financial R500 Per item                                                | R1000                                | Warning letter of non-compliance with contract terms |
| C  | Drunk/under the influence whilst on duty                                                                                     | Contractor  | Remove from Site Financial R1000                                       | R2000 Remove from site               | Possible contract termination                        |
| D  | Refusal to comply with lawful instruction                                                                                    | Contractor  | Remove from Site Financial R2000                                       | R4000 Remove from site               | Possible contract termination                        |
| E  | Sleeping on Duty                                                                                                             | Contractor  | Financial R1000                                                        | Remove from Site R2000               | Possible contract termination                        |
| F  | Absent from Post                                                                                                             | Contractor  | Financial R500                                                         | Remove from Site R1000               | Permanently removed from U UW sites                  |
| G  | Insubordination                                                                                                              | Contractor  | Financial R500                                                         | Remove from Site R1000               | Permanently removed from U UW sites                  |
| H  | Negligent in the exchange of duties                                                                                          | Contractor  | Financial R500<br>Written warning                                      | R1000<br>Remove from Site            | Permanently removed from U UW sites                  |
| I  | Security officer without basic equipment                                                                                     | Contractor  | Financial R500 per item                                                | R1000                                | Warning letter of non-compliance with contract terms |
| J  | Invalid/illegible Company ID Card                                                                                            | Contractor  | Financial R500<br>Warning letter of non-compliance with contract terms | R1000                                | Possible contract termination                        |
| K  | Security officers not being able to carry out duties                                                                         | Contractor  | Financial R1000                                                        | Financial R2000<br>Removal from site | Possible contract termination                        |
| L  | Improperly dressed                                                                                                           | Contractor  | Financial R500                                                         | R1000                                | Remove from site                                     |
| M  | Use of Security Officers not orientated and inducted with UMNGENI-UTHUKELA WATER and not on the Security Roster presented to | Contractor  | Financial R1000<br>Remove from Site                                    | R2000 Remove from site               | Possible contract termination                        |

|   |                                                                                                                     |             |                                                      |                                   |                                                      |
|---|---------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------|-----------------------------------|------------------------------------------------------|
|   | UMNGENI-UTHUKELA WATER.                                                                                             |             |                                                      |                                   |                                                      |
| N | Security Officers leaving their post before being relieved                                                          | Contractor  | Financial R1000                                      | Financial R2000 Removal from site | Possible contract termination                        |
| O | Failure to comply with Site Job Description                                                                         | Contractor  | Financial R1000                                      | R2000 Removal from site           | Possible contract termination                        |
| P | Use of Security Officers not registered with PSIRA                                                                  | Contractor  | Financial R2000 Remove from Site                     | R4000 Remove from site            | Possible contract termination                        |
| Q | Security Officer unable to produce PSIRA ID Card or Certificate while on duty                                       | Contractor  | Financial R100                                       | R2000 Written warning             | Possible contract termination                        |
| R | Provide Security Officers of Grades other than those called for in the Contract                                     | Contractor  | Financial R1500 per shift Remove from Site           | R3000 Remove from site            | Possible contract termination                        |
| S | Failure to carry out weekly Supervisor/Manager site visits                                                          | Contractors | Financial R1000 per event                            | R2000                             | Possible contract termination                        |
| T | Failure to furnish training certificates                                                                            | Contractors | Financial R 500 per certificate per Security Officer | R1000                             | Warning letter of non-compliance with contract terms |
| U | Failure to provide safety file based on the safety file requirements detailed by the client at specified time frame | Contractors | Financial R1000                                      | R2000                             | Possible contract termination                        |
| V | Failure to provide valid letter of good standing prior the expiry date                                              | Contractors | Financial R1000                                      | R2000                             | Possible contract termination                        |

## **2. Contract term**

We anticipate that the Contract will commence [July 2026].

## **3. Pricing**

- a) The bidder shall provide the price proposal as detailed in SBD 3.1
- b) The bidders's price must be fully inclusive, and each item must be clearly specified.
- c) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- d) All prices must be VAT inclusive.
- e) The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

## **27. PRICE ADJUSTMENTS (ANNUAL ESCALATION)**

### **A PRICES SUBJECT TO ANNUAL ESCALATION**

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. Pricing Schedule – the tenderer is required to fill in the Pricing Schedule and complete the pricing calculations set down in the Pricing Schedule, and carry forward the tender amount from the Pricing Schedule to the Offer
3. Payment – the tenderer will be paid the amounts per quantity of each item delivered on a monthly basis.
4. Prices – must remain firm for a 12-month period and thereafter, will be subject to pricing review mechanism below indicated on the anniversary of the contract. A 30-day notice period prior to price increases is required.
5. The service providers shall provide prices (VAT exclusive) for ALL items listed in the table. Failure to provide prices in any of the items listed will deem this tender to be non-responsive.

### **PRICING INSTRUCTION**

#### **SERVICE FEES**

6. Pricing Schedule lists all items that will be required to execute work, the service providers are required to complete the pricing schedule contained in the pricing instruction to evaluate service providers on price.
7. NOTE: Cell phones and radios shall be included in the rates and not listed separately.

### **PRICE REVIEW MECHANISM**

8. Price increases will be adjusted as published in the Government Gazette

$$NR = PR (1+AXB)$$

9. Where:
10. NR = New Monthly Rate
11. PR = Previous month
12. A= the increase; as published in Sectorial Determination 6: Private Security Sector, expressed as a percentage of the previous published minimum wage
13. B = fixed percentage of 70%
14. Increases in respect of the remaining 30% of the monthly rate will be based on the ruling rate of the Consumer Price Index (CPI) at the time. This will only apply on the date of the anniversary of the contract.

## 28. PRICING SCHEDULE SERVICES

|                      |                    |
|----------------------|--------------------|
| Name of bidder _____ | RFQ Number _____   |
| Closing Time _____   | Closing date _____ |

OFFER TO BE VALID FOR \_\_150\_\_ CALENDER DAYS FROM THE CLOSING DATE OF BID.

| Item Number                                 | Item Description                                                                                                                                                            | Unit Of Measure | Quantity (Col A) | Rate per Month (Col B) | Monthly Total (Excl. Vat) (Col C) (Col A x Col B) | Total Annual Price (Col D) (Col C x 12 months) |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|------------------------|---------------------------------------------------|------------------------------------------------|
| <b>PART 1: RICHARD'S BAY OFFICE COMPLEX</b> |                                                                                                                                                                             |                 |                  |                        |                                                   |                                                |
| <b><u>1. REGIONAL OFFICE</u></b>            |                                                                                                                                                                             |                 |                  |                        |                                                   |                                                |
| <b>1.1</b>                                  | <b>MAIN ENTRANCE</b>                                                                                                                                                        |                 |                  |                        |                                                   |                                                |
| <b>1.1.1</b>                                | Grade B, <b>armed</b> – Security officer as a day shift supervisor from 06:00 to 18:00; Monday to Sunday must have a valid driver's license and a valid PSIRA certificate.  | No.             | 2                | R                      | R                                                 | R                                              |
| <b>1.1.2</b>                                | Grade B, <b>armed</b> – Security officer as a night shift supervisor from 18:00 to 06:00; Monday to Sunday must have valid a driver's license and a valid PSIRA certificate | No.             | 2                | R                      | R                                                 | R                                              |
| <b>1.1.3</b>                                | <b>CCTV Operator</b><br>Dayshift Grade B Security Officer, (Monday to Sunday) from 06:00-18:00                                                                              | No.             | 1                | R                      | R                                                 | R                                              |
| <b>1.1.4</b>                                | <b>CCTV Operator</b><br>Nightshift Grade B Security Officer, (Monday to Sunday) from 18:00-                                                                                 | No.             | 1                | R                      | R                                                 | R                                              |

|                                  |                                                                                      |     |   |   |   |   |
|----------------------------------|--------------------------------------------------------------------------------------|-----|---|---|---|---|
|                                  | 06:00                                                                                |     |   |   |   |   |
| 1.1.5                            | Gate 1<br>Dayshift Grade C Security Officer (Monday to Friday) from 06:00 to 18:00   | No. | 1 | R | R | R |
| 1.1.6                            | Gate 1<br>Dayshift Grade C Security Officer (Monday to Sunday) from 06:00 to 18:00   | No. | 1 | R | R | R |
| 1.1.7                            | Gate 1<br>Nightshift Grade C Security Officer (Monday to Sunday) from 18:00 to 06:00 | No. | 2 | R | R | R |
| 1.1.8                            | Gate 2<br>Dayshift Grade C Security Officer (Monday to Sunday) from 06:00 to 18:00   | No. | 2 | R | R | R |
| 1.1.9                            | Gate 2<br>Nightshift Grade C Security Officer (Monday to Sunday) from 18:00 to 06:00 | No. | 2 | R | R | R |
| 1.2                              | Equipment                                                                            |     |   |   |   |   |
| 1.2.1                            | Firearm (9MM Pistol) with Ammunition                                                 | No. | 3 | R | R | R |
|                                  | TOTAL CARRIED FORWARD                                                                |     |   |   |   | R |
| Part 2: B-Team for Escort Duties |                                                                                      |     |   |   |   |   |
| 2.1                              | Dayshift armed Grade C Security Officers, (Monday to Friday) from 06:00-18:00        | No. | 2 | R | R | R |

|                                     |                                                                                                                                             |     |   |   |   |   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----|---|---|---|---|
| 2.2                                 | Dayshift armed Grade C Security Officer, (Monday to Sunday) from 06:00-18:00                                                                | No. | 1 | R | R | R |
| 2.3                                 | Nightshift armed Grade C Security Officer, (Monday to Sunday) from 18:00-06:00                                                              | No. | 1 | R | R | R |
| 2.4                                 | Equipment                                                                                                                                   |     |   |   |   |   |
| 2.4.1                               | Firearm (9MM Pistol) and Ammunition                                                                                                         | No. | 3 | R | R | R |
|                                     | TOTAL CARRIED FORWARD                                                                                                                       |     |   |   |   | R |
| Part 3: Nsezi Water Treatment Plant |                                                                                                                                             |     |   |   |   |   |
| 3.1                                 | Dayshift armed Grade B Site Supervisor, (Monday to Sunday) from 06:00-18:00                                                                 | No. | 1 | R | R | R |
| 3.2                                 | Nightshift armed Grade B Site Supervisor, (Monday to Sunday) from 18:00 - 06:00                                                             | No. | 1 | R | R | R |
| 3.3                                 | 4X4 single cab vehicle branded for both day and night duties (nsezi water works), ( Pricing will include, maintenance and fuel of vehicles) | No. | 1 | R | R | R |
| 3.4                                 | Dayshift Grade C Security Officer, the main building at Nsezi (Monday to Sunday) from 06:00-18:00                                           | No. | 1 | R | R | R |
| 3.5                                 | Dayshift Grade C Security Officer, the main building at Nsezi (Monday to Sunday) from 06:00-18:00                                           | No. | 1 | R | R | R |

|                                            |                                                                                                 |     |   |   |   |          |
|--------------------------------------------|-------------------------------------------------------------------------------------------------|-----|---|---|---|----------|
| 3.6                                        | Dayshift Grade C Security Officer, <b>Nsezi Intake</b> (Monday to Sunday) from 06:00-18:00      | No. | 1 | R | R | R        |
| 3.7                                        | Nightshift Grade C Security Officer, <b>Nsezi Intake</b> (Monday to Sunday) from 06:00-18:00    | No. | 1 | R | R | R        |
| 3.8                                        | Dayshift Grade C Security Officer, <b>Nsezi Main Gate</b> (Monday to Sunday) from 06:00-18:00   | No. | 2 | R | R | R        |
| 3.9                                        | Nightshift Grade C Security Officer, <b>Nsezi Main Gate</b> (Monday to Sunday) from 18:00-06:00 | No. | 2 | R | R | R        |
| <b>Equipment</b>                           |                                                                                                 |     |   |   |   |          |
|                                            | Firearm (9MM Pistol and Ammunition)                                                             | No. | 3 | R | R | R        |
| <b>TOTAL CARRIED FORWARD</b>               |                                                                                                 |     |   |   |   | <b>R</b> |
| <b>Part 4: Weir Pump station</b>           |                                                                                                 |     |   |   |   |          |
| 4.1                                        | Day shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                      | No. | 2 | R | R | R        |
| 4.2                                        | Night shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                    | No. | 2 | R | R | R        |
| <b>TOTAL CARRIED FORWARD</b>               |                                                                                                 |     |   |   |   | <b>R</b> |
| <b>Part 5: Waste Water Disposal Scheme</b> |                                                                                                 |     |   |   |   |          |

|                              |                                                                                                                                          |     |   |   |   |          |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----|---|---|---|----------|
| 5.1                          | Day shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                               | No. | 2 | R | R | R        |
| 5.2                          | Night shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                             | No. | 2 | R | R | R        |
| <b>TOTAL CARRIED FORWARD</b> |                                                                                                                                          |     |   |   |   | <b>R</b> |
| <b>Part 6: Drivers</b>       |                                                                                                                                          |     |   |   |   |          |
| 6.1                          | Grade-C security driver with valid code 10 driver license and PDP to transport staff with staff bus from 5:30 to 18:00 ( 7 days a week ) | No. | 2 | R | R | R        |
| <b>TOTAL CARRIED FORWARD</b> |                                                                                                                                          |     |   |   |   | <b>R</b> |
| <b>Part 7: Surge Tower 1</b> |                                                                                                                                          |     |   |   |   |          |
| 7.1                          | Day shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                               | No. | 1 | R | R | R        |
| 7.2                          | Night shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                             | No. | 1 | R | R | R        |
| <b>TOTAL CARRIED FORWARD</b> |                                                                                                                                          |     |   |   |   | <b>R</b> |
| <b>Part 8: Surge Tower 2</b> |                                                                                                                                          |     |   |   |   |          |
| 8.1                          | Day shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                               | No. | 1 | R | R | R        |
| 8.2                          | Night shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                             | No. | 1 | R | R | R        |

|                                                                              |                                                                                                                                           |     |   |   |   |   |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----|---|---|---|---|
|                                                                              | TOTAL CARRIED FORWARD                                                                                                                     |     |   |   |   | R |
| Part 9: Mondi Collecting Chamber                                             |                                                                                                                                           |     |   |   |   |   |
| 9.1                                                                          | Day shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                                | No. | 1 | R | R | R |
| 9.2                                                                          | Night shift Grade-C security officer (Monday to Sunday) from 06:00 to 18:00.                                                              | No. | 1 | R | R | R |
|                                                                              | TOTAL CARRIED FORWARD                                                                                                                     |     |   |   |   | R |
| Part 10: Nsezi Pipeline Team A                                               |                                                                                                                                           |     |   |   |   |   |
| 10.1                                                                         | Armed day shift Grade-C security officers Monday to Sunday from 06:00 to 18:00.                                                           | No. | 2 | R | R | R |
| 10.2                                                                         | Armed night shift Grade-C security officers Monday to Sunday from 18:00 to 06:00.                                                         | No. | 2 | R | R | R |
| 10.3                                                                         | 4X4 single cab vehicle branded for both day and night duties (pipeline patrol), (Pricing will include, maintenance and fuel of vehicles ) | No. | 1 | R | R | R |
| 10.4                                                                         | Equipment                                                                                                                                 |     |   |   |   |   |
| 10.4.1                                                                       | Firearm (9MM Pistol) with ammunition                                                                                                      | No. | 4 | R | R | R |
|                                                                              | TOTAL CARRIED FORWARD                                                                                                                     |     |   |   |   | R |
| Part 11: Electronic hand-held scanning device for visitors access monitoring |                                                                                                                                           |     |   |   |   |   |

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |               |   |   |   |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------|---|---|---|
| 11.1                                                       | Supply electronic hand-held visitor's access control monitoring devices at UUW Richard's Bay Regional Office. (Gate 1 & 2), Nsezi WTP, PS1, Surge Tower 1&2, Collecting Chamber and Weir Pump station.<br><br>Devices must be able to store all information and also be able to supply a detailed report to UUW when required. Service provider to comply with POPI act regarding all personal information stored on this device. | No. | 12            | R | R | R |
|                                                            | TOTAL CARRIED FORWARD                                                                                                                                                                                                                                                                                                                                                                                                             |     |               |   |   | R |
| Part 12: Installation of Security Patrol System and points |                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |               |   |   |   |
| 12.1                                                       | Richard's Bay Regional Office Complex, Nsezi WTP, PSI, Surge Tower 1, Surge Tower 2, Weir Pump station, Collecting chamber ,                                                                                                                                                                                                                                                                                                      | No. | SPS X 9 units | R | R | R |
|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                   | No. | Points X 150  | R | R | R |
|                                                            | TOTAL CARRIED FORWARD                                                                                                                                                                                                                                                                                                                                                                                                             |     |               |   |   | R |
| Part 13: Security Aids                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |               |   |   |   |
| 13.1                                                       | Baton stick, pepper spray, torch and two hand radio's, hand cuff per post,                                                                                                                                                                                                                                                                                                                                                        | No. | X 9 sites     | R | R | R |
|                                                            | TOTAL CARRIED FORWARD                                                                                                                                                                                                                                                                                                                                                                                                             |     |               |   |   | R |
| Part 14: PPE                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |               |   |   |   |

|                      |                                                                                                     |     |            |   |   |   |
|----------------------|-----------------------------------------------------------------------------------------------------|-----|------------|---|---|---|
| 14.1                 | All security officers are to have a full security uniform,                                          | No. | 1 Lump sum | R | R | R |
|                      | TOTAL CARRIED FORWARD                                                                               |     |            |   |   | R |
| Part 15: Medicals    |                                                                                                     |     |            |   |   |   |
| 15.1                 | Medicals for all security staff that works on UUW sites a pre-medical and annual medical to be done | No. | 1 Lump sum | R | R | R |
|                      | TOTAL CARRIED FORWARD                                                                               |     |            |   |   | R |
| Part 16: Safety File |                                                                                                     |     |            |   |   |   |
| 16.1                 | Submission of a Safety file for approval for the 60 Months contract                                 | No. | 1 Lump sum | R | R | R |
|                      | TOTAL CARRIED FORWARD                                                                               |     |            |   |   | R |

### FINAL SUMMARY

|                                                                                     |   |
|-------------------------------------------------------------------------------------|---|
| <b>PART 1: RICHARD'S BAY OFFICE COMPLEX</b>                                         | R |
| <b>Part 2: B-Team for Escort Duties</b>                                             | R |
| <b>Part 3: Nsezi Water Treatment Plant</b>                                          | R |
| <b>Part 4: Weir Pump station</b>                                                    | R |
| <b>Part 5: Waste Water Disposal Scheme</b>                                          | R |
| <b>Part 6: Drivers</b>                                                              | R |
| <b>Part 7: Surge Tower 1</b>                                                        | R |
| <b>Part 8: Surge Tower 2</b>                                                        | R |
| <b>Part 9: Mondi Collecting Chamber</b>                                             | R |
| <b>Part 10: Nsezi Pipeline Team A</b>                                               | R |
| <b>Part 11: Electronic hand-held scanning device for visitors access monitoring</b> | R |
| <b>Part 12: Installation of Security Patrol System and points</b>                   | R |
| <b>Part 13: Security Aids</b>                                                       | R |
| <b>Part 14: PPE</b>                                                                 | R |
| <b>Part 15: Medicals</b>                                                            | R |
| <b>Part 16: Safety File</b>                                                         | R |

|  |  |
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|                                                                                              |   |
|----------------------------------------------------------------------------------------------|---|
| <b>A - Total for all Items excluding VAT</b><br>(Use to calculate CPG amount and percentage) | R |
| <b>B – Contingency @ 10% of A</b>                                                            | R |
| <b>C Subtotal (A + B)</b>                                                                    | R |
| <b>D - VAT @ 15% of C</b>                                                                    | R |
| <b>E – Grand Total including VAT (C+D) (per annum)</b>                                       | R |

**SCOPE OF WORK – REFER TO ANNEXURE A**

|    | DEFICIENCY                                           | RESPONSIBLE | 1 <sup>ST</sup> OFFENCE                                                | 2 <sup>ND</sup> OFFENCE              | 3 <sup>RD</sup> OFFENCE                              |
|----|------------------------------------------------------|-------------|------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------|
| A  | Security Officer(s) not posted                       | Contractor  | Financial R2000                                                        | R4000                                | Possible contract termination                        |
| A1 | Late Posting by + 30 mins                            | Contractor  | Financial R2000                                                        | R3000                                | Possible contract termination                        |
| B  | No Radio/ Unserviceable Radio                        | Contractor  | Financial R500 Per item                                                | R1000                                | Warning letter of non-compliance with contract terms |
| C  | Drunk/under the influence                            | Contractor  | Remove from Site Financial R2000                                       | R4000 Remove from site               | Possible contract termination                        |
| D  | Refusal to comply with lawful instruction            | Contractor  | Remove from Site Financial R1500                                       | R4000 Remove from site               | Possible contract termination                        |
| E  | Sleeping on Duty                                     | Contractor  | Financial R1000                                                        | Remove from Site R2000               | Possible contract termination                        |
| F  | Absent from Post                                     | Contractor  | Financial R2000                                                        | Remove from Site R2000               | Permanently removed from UW sites                    |
| G  | Insubordination                                      | Contractor  | Financial R1500                                                        | Remove from Site R3000               | Permanently removed from UW sites                    |
| H  | Negligent in the exchange of duties                  | Contractor  | Financial R2000<br>Written warning                                     | R4000<br>Remove from Site            | Permanently removed from UW sites                    |
| I  | Security officer without basic equipment             | Contractor  | Financial R500 per item                                                | R1000                                | Warning letter of non-compliance with contract terms |
| J  | Invalid/illegible Company ID Card                    | Contractor  | Financial R500<br>Warning letter of non-compliance with contract terms | R1000                                | Possible contract termination                        |
| K  | Security officers not being able to carry out duties | Contractor  | Financial R1000                                                        | Financial R2000<br>Removal from site | Possible contract termination                        |

|   |                                                                                                                                  |             |                                                      |                                      |                                                      |
|---|----------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------|--------------------------------------|------------------------------------------------------|
| L | Improperly dressed                                                                                                               | Contractor  | Financial R500                                       | R1000                                | Remove from site                                     |
| M | Use of Security Officers not orientated and inducted with Umgeni Water and not on the Security Roster presented to Umgeni Water. | Contractor  | Financial R1000<br>Remove from Site                  | R2000 Remove from site               | Possible contract termination                        |
| N | Security Officers leaving their post before being relieved                                                                       | Contractor  | Financial R2000                                      | Financial R4000<br>Removal from site | Possible contract termination                        |
| O | Failure to comply with Site Job Description                                                                                      | Contractor  | Financial R1000                                      | R2000 Removal from site              | Possible contract termination                        |
| P | Use of Security Officers not registered with SIRA                                                                                | Contractor  | Financial R2000<br>Remove from Site                  | R4000 Remove from site               | Possible contract termination                        |
| Q | Security Officer unable to produce SIRA ID Card or Certificate while on duty                                                     | Contractor  | Financial R100                                       | R2000 Written warning                | Possible contract termination                        |
| R | Provide Security Officers of Grades other than those called for in the Contract                                                  | Contractor  | Financial R1500 per shift<br>Remove from Site        | R3000 Remove from site               | Possible contract termination                        |
| S | Fail to carry out weekly Management visits to Works Managers/Sheq Co-ords.                                                       | Contractors | Financial R1000 per event                            | R2000                                | Possible contract termination                        |
| T | Failure to furnish training certificates                                                                                         | Contractors | Financial R 500 per certificate per Security Officer | R1000                                | Warning letter of non-compliance with contract terms |
| U | Failure to provide safety file based on the safety file requirements details by the client at specified time frame               | Contractors | Financial R2000                                      | R4000                                | Possible contract termination                        |
| V | Failure to provide valid letter of good standing prior the expiry date                                                           | Contractors | Financial R2000                                      | R4000                                | Possible contract termination                        |

## SITE INFORMATION

All suppliers arriving at UUW sites must adhere to uMngeni-uThukela Water's Rules for Contractors on site *(as attached)*

| Name of Worksite                        |
|-----------------------------------------|
| <b>Middledrift Sites</b>                |
| • Madungela Pump Station (Nkandla);     |
| • Madungela Staff Houses (Nkandla)      |
| • Mkhalazi Pump Station (Nkandla)       |
| • Mkhalazi Staff Houses (Nkandla)       |
| • Pipeline                              |
| <b>Jozini Site</b>                      |
| • Jozini Water Treatment Plant (Jozini) |
| • Jozini Staff Houses (Jozini)          |
| • Package Plant (Jozini)                |
| • Ndlanzi Local Plant (Jozini)          |
| • Rising Main Plant (Jozini)            |
| • Ridge One Plant (Jozini)              |
| • Ridge Two Plant (Jozini)              |
| • Ridge Three Plant (Jozini)            |
| • Ridge Central Plant (Jozini)          |
| • Ridge North Plant (Jozini)            |
| • Mthonjeni Pump Station (Jozini)       |
| <b>Richard's Bay Sites</b>              |
| • North Regional Office Complex         |
| • Waste Water Disposal System (WWDS)    |

|                               |
|-------------------------------|
| • Surge Tower 1               |
| • Surge Tower 2               |
| • Collecting Chamber          |
| • Weir Pumpstation            |
| • Nsezi Water Treatment Plant |

## Other information

### TENDERER'S SCHEDULE OF EQUIPMENT

| Description of minimum requirements |                                                   | Please indicate with an "X" whether the offer complies with the requirements. |    |         |
|-------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------|----|---------|
|                                     |                                                   | Yes                                                                           | No | Comment |
| 3X                                  | Shirts per person                                 |                                                                               |    |         |
| 3x                                  | Pair of trousers / skirts per person              |                                                                               |    |         |
| 1X                                  | Pair of safety boots/shoes per person             |                                                                               |    |         |
| 3x                                  | Pair of socks per person                          |                                                                               |    |         |
| 1X                                  | Raincoat per person                               |                                                                               |    |         |
| 1X                                  | Belt per person                                   |                                                                               |    |         |
| 1X                                  | Jersey per person                                 |                                                                               |    |         |
| 1X                                  | Whistle per person                                |                                                                               |    |         |
| 2X                                  | Pair handcuffs per site                           |                                                                               |    |         |
| 1X                                  | Pocket notebook per person                        |                                                                               |    |         |
| 2X                                  | Torch (must be operational at all times) per site |                                                                               |    |         |
| 2X                                  | "Ton – Fa" baton per site                         |                                                                               |    |         |
| 2X                                  | Defensive Pepper spray and holster per site       |                                                                               |    |         |
| 1X                                  | Pen per person                                    |                                                                               |    |         |
| 2X                                  | Umbrella per site                                 |                                                                               |    |         |
| 1X                                  | Winter Jacket per person                          |                                                                               |    |         |
| 1X                                  | Beanie per person                                 |                                                                               |    |         |
| 1X                                  | Hand gloves per person where applicable           |                                                                               |    |         |

|            |                                         |  |  |  |
|------------|-----------------------------------------|--|--|--|
| <b>1X</b>  | Sun hat per person                      |  |  |  |
| <b>15X</b> | Bulletproof (Where a firearm is issued) |  |  |  |
| <b>1X</b>  | Reflective jacket/vest per person       |  |  |  |

## 29. SPECIAL CONDITIONS OF CONTRACT

### 1. ACCEPTANCE OF BID

- 1.1 uMngeni-uThukela Water is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of tender and their ability to manufacture or to render services may be examined before their tender are considered for acceptance.

### 2. APPEALS

- 1.1 Person's aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 days of the date of the notices of intention to award. The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,

**Attention:** Supply Chain Management

**Email:** [appeals@uuw.co.za](mailto:appeals@uuw.co.za)

- 1.2 Tenderers are to note that appeals not addressed to the abovementioned email will not be considered.

- 1.2 uMngeni-uThukela Water's standard Contract for Services, SCM0027 are available on uMngeni-uThukela Water's website:

<https://www.umngeni-uthukela.co.za/supplier-documentation/>

### 3. AMENDMENT AND VARIATION OF CONTRACT

- 3.1 The terms of reference together with the offer made by the successful bidder and the acceptance thereof by uMngeni-uThukela Water shall constitute the formal agreement between uMngeni-uThukela Water and the successful bidder. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

### 4. CHANGE OF ADDRESS

- 4.1 Tenderers must advise the uMngeni-uThukela Water should their address (domicilium citandi et executandi) details change from the time of tendering to the expiry of the contract.

### 5. COMPLETION OF SPECIFICATION

- 5.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

### 6. COMPLETENESS OF BID

- 6.1 Tenders will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

## **7. CONTRACT PERIOD**

- 7.1 The contract period shall remain in force for a period of **5 Years** from date of signing of official contracts.
- 7.2 uMngeni-uThukela Water reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## **8. EQUAL BIDS**

- 8.1 In the event that two or more tenders have equal total points, the successful tender will be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the Adjudication shall be decided in line with the directives of the Preferential Procurement Regulations 2017 by drawing of lots.

## **9. EXECUTION CAPACITY**

- 9.1 The tenderer will be required to provide an efficient and effective service. Therefore, the tenderer is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The tenderer must supply references and state the team's experience as a company to undertake the contract. References of experience on similar projects undertaken must accompany the tender document

## **10. EXTENSION OF CONTRACT**

- 10.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **11. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL**

- 11.1 All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to uMngeni-uThukela Water. The service provider shall assist uMngeni-uThukela Water to protect such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of uMngeni-uThukela Water.
- 11.2 The service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against uMngeni-uThukela Water emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify uMngeni-uThukela Water against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

## 12. IRREGULARITIES

12.1 Tenderers are encouraged to advise the uMngeni-uThukela Water timeously of any possible irregularities, which might come to their attention in connection with this, or other contracts.

## 13. JOINT VENTURES

13.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

13.2 Should the tender response to this project be submitted as a joint venture proposal, a certified copy of the joint venture agreement **must** accompany the tender document. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

13.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## 14. LATE BIDS

14.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

14.2 No late bids are accepted. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder.

## 15. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

Notification of the tender adjudication results shall be in writing by a duly authorized official of uMngeni-uThukela Water.

## 16. SETTLEMENT OF DISPUTES

This is provided for in the “**General terms and conditions of contract**” attached herewith.

## 17. TERMINATION OF CONTRACT

17.1 If the service provider does not commence working on the project, and after 14 days written notice addressed to his/her *domicilium* address to start still fails to start to work on the project, this contract may be cancelled forthwith.

17.2 This contract may be cancelled for reasons including poor performance, breach of contract, etc. by giving the service provider 14 days written notice to rectify the cause where-after department shall have the right to summarily cancel the contract upon written notice to the

service provider.

## 18. TAX CLEARANCE CERTIFICATE

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.

- a) Bidders must ensure compliance with their tax obligations.
- b) Bidders may submit a printed TCC certificate together with the bid.
- c) In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- d) Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- e) The abovementioned under is applicable parties or entities that form a Joint Venture/Consortium for tendering purposes.

## 19. UNSATISFACTORY PERFORMANCE

19.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

19.2 Before any action is taken, uMngeni-uThukela Water shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning uMngeni-uThukela Water will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned

## 20. VALIDITY PERIOD AND EXTENSION THEREOF

20.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby uMngeni-uThukela Water may request the bidders to extend the validity (binding) period. Should this occur, uMngeni-uThukela Water will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## 21. VAT

21.1 Bid prices must be inclusive of VAT.

21.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued; and
- (d) a description and full details of services rendered.

**22. UUW will appoint only one service provider for the North-East Region. No service provider will be appointed to more than one Region due to the scale, complexity and high-risk nature of each Region**

**22. SERVICE LEVEL AGREEMENT WILL BE ISSUED UPON AWARD**

## 23. GENERAL CONDITIONS OF CONTRACT

**THE NATIONAL TREASURY**  
**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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**1. DEFINITIONS**

- 1.1. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.2. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.3. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.4. **"GCC"** means the General Conditions of Contract.
- 1.5. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.6. **"Imported content"** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.7. **"Local content"** means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.8. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.9. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.10. **"Project site,"** where applicable, means the place indicated in tender documents.
- 1.11. **"Purchaser"** means the organization purchasing the goods.
- 1.12. **"Republic"** means the Republic of South Africa.
- 1.13. **"SCC"** means the Special Conditions of Contract.
- 1.14. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.15. **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.16. **"Tort"** means in breach of contract.
- 1.17. **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.18. **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

**2. APPLICATION**

- 2.1. These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or

acquiring of rights, but excluding immovable property,  
unless otherwise indicated in the tender documents.

- 2.2. Where applicable, special conditions of contract are also  
laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict  
with these general conditions, the special conditions  
shall apply. Suspensive conditions.

### 3. GENERAL

- 3.1. Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

### 4. STANDARDS

- 4.1. The goods supplied shall conform to the standards mentioned in the tender documents and specifications

### 5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for

the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity payments due by either party under this agreement shall be made at such bank account in the Republic of South Africa as the other party may specify

### 7. PERFORMANCE SECURITY

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified. The effective date, all the risks and benefits of ownership of the property, shall pass to the Purchaser.

### 8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-tender testing will be for the account of the bidder.
- 8.2. If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost

and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and

outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract. Each party shall, within 7 (seven) days of being called upon to do so by the conveyancer, sign all documents required to be signed, and furnish all documents required to be furnished by that party, to enable transfer of the property to be given to the Purchaser.

## **11. INSURANCE**

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified of any monies due to any party in terms of the adjustment account shall not constitute part of the purchase price and shall be affected separately from the payment of the purchase price.

## **12. TRANSPORTATION**

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. INCIDENTAL SERVICES**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

13.3. Seller confirms hereby that it is an Investment Company and not a Trader as contemplated in Section 34 of the Insolvency Act, 1936, as amended ("the Insolvency Act") and the parties hereto agree that notice of this transaction will not be required to be published as contemplated in Section 34 of the Insolvency Act.

#### 14. SPARE PARTS

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested demand specific performance of this agreement and to take such action as may be necessary in order to implement and fulfil its rights in terms hereof and to recover any damage which it may suffer as a result of the defaulting party's breach of contract;

#### 15. WARRANTY

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act Or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. PAYMENT

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

#### 17. PRICES

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

#### 18. VARIATION ORDERS

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the

contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. ASSIGNMENT

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. SUB- CONTRACTS

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract

## 21. DELAYS IN SUPPLIER PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at

the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to

## 22. PENALTIES

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## 24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1. When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the

said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. FORCE MAJEURE**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. SETTLEMENT OF DISPUTES**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. LIMITATION OF LIABILITY**

28.1. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. APPLICABLE LAW**

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. NOTICES**

31.1. Every written acceptance of a Tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting

shall be deemed to be proper service of such notice

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 33. TRANSFER OF CONTRACTS

- 33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchases.

### 34. AMENDMENT OF CONTRACTS

- 34.1. No agreement to amend or vary a contract or order or

the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### 35. PROHIBITION OF RESTRICTED PRACTICES

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.