Tender Number: [2026/055]

Description:
PROVISION OF OFFSITE RECORDS STORAGE FACILITY AND RELATED SERVICES INCLUDING COLLECTION, RETRIEVAL, DELIVERY, DESTRUCTION, SCANNING OF RECORDS AND SUPPLY OF ARCHIVING BOXES

Tender Issue Date:	30 October 2026	**Collection Period**	From: 30 October 2026 To: 13 November 2026
Compulsory Meeting Details			
Date : 16 November 2026 Time: 11H00 Venue: 310 Burger Street			
Tender Submission details			
Tender Closing date:	3 December 2026	**Tender Closing Time**	12H00
Submission Address	**310 Burger Street, Pietermaritzburg, 3201**		

Tip-Offs Anonymous Hotline:	**Appeals/Objections**
Report unethical conduct at uMngeni-uThukela *Water* on: SCAM ALERT!!! UUW employees the CE, CFO, EXCO and SCM officials will never contact any bidder requesting funds to influence bids/quotations outcome this is illegal and constitutes corruption and fraud. Free call number: 0800 864 463 email: uuw@thehotline.co.za Mobile application: Vuvuzela Hotline app Website: https://www.thehotline.co.za/report SMS: 30916 Fax: 0867 261 681 Post: PO Box 10512, Centurion, 0046 *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.*	Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within **7 business days** of the date of the intention to award notice UUW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@uuw.co.za

TENDER SUBMITTED BY:

Company Name:			
Address:			
CSD Registration No:		**Co Reg. No:**	
Telephone Number:		**Email :**	

Contact Person :	

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

Tender Number:	2026/055	**Closing Date:**	3 December 2026	**Closing Time:**	12h00
Description:	PROVISION OF OFFSITE RECORDS STORAGE FACILITY AND RELATED SERVICES INCLUDING COLLECTION, RETRIEVAL, DELIVERY, DESTRUCTION, SCANNING OF RECORDS AND SUPPLY OF ARCHIVING BOXES				
Tender Offer Validity Period:	120 Days	**Contract Period:**	60 Months		

TENDER DOCUMENTS/RESPONSES MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)			
uMngeni-uThukela Water, Head Office 310 Burger Street, Pietermaritzburg. 3201		Tenderers should ensure that tender documents are submitted to the correct address, and deposited in tender box before closing time. **Late tenders will not be accepted.**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
Contact Person:	Lungelo Madlala	**Contact Person:**	Sibongile Mabaso
Telephone Number:	033 341 1209	**Telephone Number:**	033 341 1113
E-Mail Address:	Lungelo.madlala@uuw.co.za	**E-Mail Address:**	Sibongile.Mabaso@uuw.co.za
Supplier Information			
Company Name:			
Postal Address:			
Street Address:			
Contact Numbers:		**E - Mail Address**	
Company Registration No.		**VAT. Number**	
Supplier Compliance Status (TCS)	**TCS Pin**	**CSD**	**MAAA**
B-BBEE Status Level Verification Certificate	[TICK APPLICABLE BOX] ☐ Yes ☐ No	**B-BBEE Status Level Sworn Affidavit**	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No **[If Yes enclose proof]**	ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No **[If Yes, answer the questionnaire below]**
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ **YES** ☐ **NO** DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ **YES** ☐ **NO** DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ **YES** ☐ **NO** DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ **YES** ☐ **NO**			

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ **YES** ☐ **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)

TABLE OF CONTENTS

1. GLOSSARY OF TERMS 6
2. BID SUBMISSION 7
3. BIDDERS' DUE DILIGENCE 7
4. COMPULSORY BRIEFING SESSION 7
5. BID DOCUMENTS 8
6. SUBMISSION OF PROPOSALS 8
7. BID CONTACT PERSON/S 9
8. BID VALIDITY PERIOD 9
9. GENERAL BID REQUIREMENTS 9
10. CONTRACT PARTICIPATION GOALS 11
11. INSURANCE 13
12. QUALIFICATION AND EVALUATION 14
13. CONFIDENTIAL INFORMATION 17
14. INTELLECTUAL PROPERTY 17
15. INDEMNITY 17
16. GOVERNING LAWS AND RULES 17
17. INCORRECT OR MISLEADING INFORMATION 20
18. AUTHORITY TO SIGN 21
19. SBD 4 - BIDDER'S DISCLOSURE 22
20. SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 26
21. DECLARATION REGARDING CONTRACT PARTICIPATION GOALS 30

22. DECLARATION TENDERER'S HEALTH AND SAFETY 32

23. RECORD OF ADDENDA TO TENDER DOCUMENTS..... 34

24. OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE 35

25. CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS 36

26. TERMS OF REFERENCE SCOPE OF WORK 38

27. PRICE ADJUSTMENTS (ANNUAL ESCALATION) 39

28. PRICING SCHEDULE 39

29. SPECIAL CONDITIONS OF CONTRACT 42

30. UUW DRAFT CONTRACT /SERVICE LEVEL AGREEMENT 46

31. GENERAL CONDITIONS OF CONTRACT 47

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 "**UUW**" means uMngeni-uThukela Water

1.14 "Z**AR" or "Rand(s)**" means the South African Rand, being the official currency of South Africa.

2. BID SUBMISSION

2.1 UUW 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 UUW to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. UUW 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 UUW 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 UUW, its officials, employees, advisors or any other person. The UUW, 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 UUW, 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 UUW 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 UUW, consultant to the UUW, 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, UUW 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** : 16 November 2026
- **Venue** : 310 Burger Street
- **Time** : 11h00

5. BID DOCUMENTS

5.1. The physical address for collection and submission of Bid Documents is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

5.2 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

5.3 No Bid documents will be issued at the briefing meeting; therefore Bidders must pay during the collection period and ensure collection before the meeting.

5.4 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 **3 December 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	Sibongile Mabaso
Telephone	033 341 1209	033 341 1113
Email	Lungelo.madlala@uuw.co.za	Sibongile.Mabaso@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 **120 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.

9.2.10 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.

9.2.11 The consortium/joint venture must submit a consortium/joint venture consolidated B-BBEE certificate.

9.2.12 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.

9.3. **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-measureable Items (including CPA, and provisional sums) – Each re-measureable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

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

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 25th 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

UUW 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/ Administrative 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.	Letter from the Provincial/National Archives	Yes	To show that the storage facility has been inspected/audited by the Provincial/National Archives
3.	POPI declaration	Yes	Complete and sign the supplied pro forma document

12.3. Stage 2: – Evaluation of Functionality

The purpose of 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

Bidders from the second stage who have achieved 70 points or more will be eligible to submit to be evaluated on Price and Specific Goals

Functionality criteria	Description of requirements	Maximum points
Tenderers Experience **(Weighting 100%)** ▪ Experience of tenderer on offsite records storage facility, collection, retrieval and delivery, destruction, scanning of records and supply of archiving boxes services of the value of R800 000 per annum. **Provide the following to be scored:** • Proof of signed reference letter	Experience of tenderer on offsite records storage facility, collection, retrieval and delivery of records Scanning of records • 1 contract- 40 points • 2 contracts- 65 points • 3 contracts - 80 points 10 additional points for every contract more than 3 contracts to a maximum of 5 contracts	100
TOTAL POINTS		**100**
MINIMUM QUALIYING POINTS		**70**

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, is the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

12.4.5. Points for this bid shall be awarded for:
Price; and (80 Points)
Preference Goals as defined in SBD 6.1 (20 Points)

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

	Description	**80/20**	**Evidence to be provided**
RDP	Bidder must be located within KZN	20	CSD Report or CIPC Document
Total points for preferential goals		**20**	

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

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 UUW or any other UUW official(s) who may be associated with this solicitation (other than the Bid contact persons as listed), without the prior written approval of UUW 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 UUW.

16.5.3. Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of UUW or any of UUW 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. UUW 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 UUW, relevant authority, or consultant to UUW for the Bid either directly or through an intermediary, UUW 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. UUW and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. UUW 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 UUW 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

UUW 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/ ALTERNTATIVELY 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 interest1 in the enterprise, employed by the state: **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

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

prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 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. POPIA CONSENT

POPIA consent by the Bidder

1. uMngeni-uThukela Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

2. The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

3. The bidder irrevocably and unconditionally agrees-

a) That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,

b) That he/she consents and authorizes the uMngeni-uThukela Water to undertake the collection, processing, and further processing of the bidder ’s personal information and any information supplied to uMngeni-uThukela Water, for the purposes of evaluating the tender document.

4. The bidder gives and authorises this consent unconditionally for uMngeni-uThukela Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at **On This Day of** **20____**

_____

The Director / CEO Name and Surname.

Witnesses _____

(Signature)

Witnesses _____

(Signature)

21. 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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(*delete whichever is not applicable for this tender*).

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

b) Either the 80/20 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

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

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

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.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

	(To be completed by the organ of state)	**(To be completed by the tenderer)**
The specific goals allocated points in terms of this tender ***[select where applicable to this bid]***	**Number of points allocated (80/20 system)**	**Number of points claimed (80/20 system)**
Bidder must be located within KZN	20	

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: **……**

……

22. DECLARATION REGARDING CONTRACT PARTICIPATION GOALS-Not applicable

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**

23. 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:……

24. 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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

25. 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 : 16 November 2026**
- **VENUE : 310 Burger Street**

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 **SIGNATURE**
(PRINT NAME)

UMNGENI-UTHUKELA WATER'S STAMP

26. 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.	Any other mandatory (administrative or technical) requirement [List any other requirement/s on separate lines]	
12.	CPG Declaration	
13.	Health and Safety Declaration	
14.	Insurance Requirements	
15.	Pricing Schedule/Instructions [Select Pricing Schedule applicable to this bid]	

Terms of Reference
And
Price page/schedule

27. TERMS OF REFERENCE SCOPE OF WORK

1. Background

This procurement relates to the preservation/storage of records and promote access to these records which is supported by Promotion of Access to Information Act No 2 of 2000. Previously these services have been outsourced to provide effective and efficient preservation of the corporate historical information. Hence we are looking for the compliant offsite record storage facility which will be able to render these services for us.

2. Description of goods/ services required.

The extent of the work entails collection of records, archiving, retrieval of records on request, delivery of records to uMngeni-uThukela Water Offices on request, the destruction of records as per the corporate records retention schedule and supply of archiving boxes.

3. Deliverables/Key Outcomes.

Description	Indicative date for delivery
Collection of boxes from uMngeni-uThukela Water (from request date)	Within 48 hours
Delivery of records to uMngeni-uThukela Water (from request date)	Within 48 hours
Destruction of records (from receipt of authorisation)	Within a month
Data capturing of records(from date of collection)	Within 10 working days
Providing archiving storage boxes	Within 10 working days
Scanning of records	Within a month

4. Contract term

The anticipated Contract will be for 5 years

5. Other information

a) Payment will be done on monthly basis by issuing of invoice.

6. Mandatory documentation

Letter from the Provincial/National Archives

7. 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.

28. PRICE ADJUSTMENTS (ANNUAL ESCALATION)

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

1. PRICING SCHEDULE SERVICES

Name of bidder _____ RFQ Number_____

Closing Time _____ Closing date_____

OFFER TO BE VALID FOR_____CALENDER DAYS FROM THE CLOSING DATE OF BID.

Item No.	Item Description	Unit of Measure	Estimated Quantity per annum	Rate per Unit (Excl. VAT)	Total Amount per annum (Excl. VAT)
1.	Provisional sum *Permanent withdrawal fee from the current supplier)*	Prov Sum	**1**	R580,000.00	R 580 000
2.	Storage of records/files/boxes	No.	**9000 boxes**	R	R
3.	Archiving/Storage boxes - Base and lids (brown colour) **Dimension:** Width 320 Length 430 Height 250	No.	**1200 boxes**	R	R
4.	Box Wallet for archiving/storage boxes (white or brown colour) **Dimension**: Width 82 Length 317 Height 245	No.	**1200 boxes**	R	R
5.	Retrieval of Records/boxes/files	Per retrieval	**360 boxes**	R	R
6.	Return Handling	Per return	**360 boxes**	R	R
7.	Delivery per Trip	Per Trip	**180 trips**	R	R
8.	Destruction of Records according approved disposal procedures	No.	**150 boxes**	R	R
9.	Data Capturing of records	Per file/record	**5000 lines that are data captured**	R	R
10.	Collection of records/ files/boxes	Per Trip	**180 trips**	R	R
11.	Scanning of records	No.	**12000 pages**		
Sub-Total for all Items excluding VAT					
VAT @ 15%					
Total including VAT *carried forward to (Offer).*					

Scanning of records per page	**Per page**	**1000 pages per box**

NOTE: The scanner must have the following requirements:

- Speed - 100 to 200 pages per minute
- Be able to scan duplex
- Scan up to A3 page
- Scanner must have an Optical Character Recognition (OCR) or enable Optical Character Recognition

2. 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

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 **60 Months** 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.

3. UUW DRAFT CONTRACT /SERVICE LEVEL AGREEMENT

4. GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

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.

TABLE OF CONTENTS

NO.	CLAUSE HEADING
1.	DEFINITIONS
2.	APPLICATION
3.	GENERAL
4.	STANDARDS
5.	USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION
6.	PATENT RIGHTS
7.	PERFORMANCE SECURITY
8.	INSPECTIONS, TESTS AND ANALYSES
9.	PACKING
10.	DELIVERY AND DOCUMENTS
11.	INSURANCE
12.	TRANSPORTATION
13.	INCIDENTAL SERVICES
14.	SPARE PARTS
15.	WARRANTY
16.	PAYMENT
17.	PRICES
18.	VARIATION ORDERS
19.	ASSIGNMENT
20.	SUB- CONTRACTS
21.	DELAYS IN SUPPLIER PERFORMANCE
22.	PENALTIES
23.	TERMINATION FOR DEFAULT
24.	ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS
25.	FORCE MAJEURE
26.	TERMINATION FOR INSOLVENCY
27.	SETTLEMENT OF DISPUTES
28.	LIMITATION OF LIABILITY
29.	GOVERNING LANGUAGE
30.	APPLICABLE LAW
31.	NOTICES
32.	TAXES AND DUTIES
33.	TRANSFER OF CONTRACTS
34.	AMENDMENT OF CONTRACTS
35.	PROVISION OF RESTRICTED PRACTICES

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 thecontract. 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 ii 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, it's 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 s h a l l , 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 purchase 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.