



TENDER NO: 2021/109

PANEL OF SERVICES PROVIDERS FOR INTERNAL AUDIT AND RELATED SERVICES

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone: 033 341 1075

Name of Tenderer: _____

National Treasury CSD Number: _____

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

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Tender Number: 2021/109

Tender Title: Panel of Service Providers for Internal Audit and Related Services

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgeni Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of Umgeni Water is to supply treated water in bulk to its municipal customers.

Panel of service providers for internal audit and related services : 36 months

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

Panel of service providers for internal audit and related services : 36 months

Only tenderers who fulfil the following criteria are eligible to submit tenders:

Tenderers key personnel must be registered (and be in good standing) with the Institution of Internal Auditors (IIA), Information Systems Audit and Control association (ISACA) or Institution of Chartered Accountants South Africa (SAICA)

Evaluation method:

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

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- 80/20 Preference points system shall be used where 80 represents points for presentation and 20 represents the BBBEE.

Documents will be issued by email, upon request and submission of proof of payment to Zamah.gasa@umgeni.co.za with the following details: **name of company, name of contact person, contactable cellphone number and telephone number and valid email address.** Documents will only be issued in electronic format, during working hours from **09h00 to 15h00** from **22 November to 08 December 2021.**

A non-refundable tender fee of R200 payable by Electronic Fund Transfer is required before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: **TENDER NO. 2021/109** and Company Name.

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

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

The closing time for submission of Tenders is **12h00** on **20 January 2021**

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

Umgeni Water's Standard Conditions of Tender are available on Umgeni Water's website

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

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

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

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

For any other Tender adverts, please visit this website.

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

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

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

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

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

F.3.8 Test for responsiveness

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

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

F3.11.5 Method 4: Financial offer, quality and preferences

Delete this Clause in its entirety and substitute with:

“F.3.11.5 Functionality

Each member of the Employer’s tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

Clause F.3.11.9 Scoring Quality

Substitute the word ‘quality’ wherever it appears with the word ‘functionality’.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is Umgeni Water
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents VOLUME 2 – Offer, Contract, Price and Scope of Work Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information Part C5: Annexures
	F.1.4 Communication and Employer’s agent
F.1.4	The Employer’s agent is : <u>Tender Queries</u>

T1.4.

	Name: Zamah Gasa Address: 310 Burger Street Tel: 033 341 1075 E-mail: zamah.gasa@umgeni.co.za
	F.1.5 The Employer's right to accept or reject any tender offer
F.1.5.2	The minimum period will be 3 months
	F.2.1 Eligibility
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) An original valid Tax Clearance Certificate or a Tax Compliance status letter (with Pin) issued by the South African Revenue Services b) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) The Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) The Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; e) The Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor f) Tenderer key personnel must be registered (and be in good standing) with IIA , ISACA or SAICA (valid proof or registration must be attached)
	F.2.13 Submitting a tender offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued. The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.
F.2.13.6	A two-envelope system is not applicable

T1.5.

	F.2.15 Closing time															
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender .															
	F.2.16 Tender offer validity															
F.2.16.1	The tender offer validity period is ninety (90) days from the closing date .															
	F.2.20 Submit securities, bonds, policies, etc.															
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.															
	F.2.23 Certificates															
F.2.23	The Tenderer is required to submit with his tender: 1) A original valid Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) A valid original or a certified copy B-BBEE status level certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of the COID Act 5) Certificate of Independent Bid Determination 6) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 7) Company Registration Certificate 8) Team member's valid certificate of good standing with IIA, ISACA, SAICA, CFE OR Law society															
	F.3.4 Opening of tender submissions															
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender .															
	F3.8 Test for responsiveness															
F.3.8	The minimum qualifying Functionality Evaluation Score shall be (70) (seventy) points															
	F.3.11 Evaluation of tender offers															
F.3.11.3 F.3.11.7 F.3.11.8	Proposals that have scored 70 points and above on the functionality evaluation score shall be invited to Present their methodology within the context of the business of Umgeni Water, their team and value adding services they shall offer whilst executing the Internal Audit or Forensic Audit function. The service provider that is ranked the highest in the presentation combined with preference points shall be recommended for award of the contract in line with the terms and conditions of Umgeni Water.															
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: <table><tr><th colspan="3">Internal Audit Services</th></tr><tr><th></th><th>Returnable Schedule</th><th>Weighting %</th></tr><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>30%</td></tr><tr><td>T2.2.12</td><td>Experience of Key Personnel Assigned to the Work</td><td>30%</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>35%</td></tr></table>	Internal Audit Services				Returnable Schedule	Weighting %	T2.2.09	Tenderer's Experience	30%	T2.2.12	Experience of Key Personnel Assigned to the Work	30%	T2.2.12	Method Statement	35%
Internal Audit Services																
	Returnable Schedule	Weighting %														
T2.2.09	Tenderer's Experience	30%														
T2.2.12	Experience of Key Personnel Assigned to the Work	30%														
T2.2.12	Method Statement	35%														

T1.6.

	T2.2.13 Transfer of skills TOTAL 5% 100% <u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u> The score allocated by each Bid Evaluation Committee member for a tender shall be the sum of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.
	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1).
	F3.18 Provide written reasons for actions taken
F3.18	Refer to Section 39 of the Supply Chain Management Policy.
F3.19	Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media. The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za Note that appeals not addressed to the abovementioned email will not be considered. Umgeni Water's Standard Conditions of Tender and Conditions of Contract are available on Umgeni Water's website www.umgeni.co.za/sustainable_development/sud.asp Umgeni Water reserves the right to award the Contract in whole or in part.

T2.1.

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

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

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.2
T2.2.2 Declaration of Interest		T2.9
T2.2.3 Declaration of Tenderer's Past Supply Chain Management Practices`		T2.12
T2.2.4 Tax Compliance Status Letter Requirements		T2.14
T2.2.5 Proof of Attendance at the Compulsory Clarification Meeting/ Site Meeting	N/A	T2.16
T2.2.6 Certificate of Independent Bid Determination		T2.17
T2.2.7 Contract Participation Goals (CPG)		T2.20
T2.2.8 Tenderer's Previous Experience		T2.24
T2.2.9 Service Capabilities		T2.27
T2.2.10 Experience of Key Personnel		T2.28
T2.2.11 Proposed Organization And Staffing/ Structure And Resources		T2.31
T2.2.12 Method Statement/Audit Process		T2.33
T2.2.13 Transfer Of Skills Plan/ Programme		T2.35
T2.2.14 Registration Certificate / Agreement / ID Document		T2.37
T2.2.15 Amendments, Qualifications and Alternatives		T2.38
T2.2.16 Record of Addenda to Tender Documents		T2.40
T2.2.17 VAT Registration Certificate		T2.41
T2.2.18 Schedule of Proposed Sub-Consultants		T2.42
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.43
T2.2.20 Proof of Purchase of Tender Document		T2.50
T2.2.21 Letter of Good Standing in terms of COID Act		T2.51
T2.2.22 Tenderer's Financial Standing		T2.52
T2.2.23 Tenderer's Health and Safety Declaration		T2.53
T2.2.24 Pro forma OHS Notification	N/A	T2.54
T2.2.25 Letter of Intent to provide Professional Indemnity		T2.55
T2.2.26 Registration Certificates		T2.56
T2.2.27 Central Supplier Database (CSD) Report		T2.57

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

T2.3.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

C. PARTNERSHIP

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

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

We, the partners in the business trading as

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

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

D. CLOSE CORPORATION

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

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

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.2.2 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is
employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

T2.10.

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

- 1 This Section must form part of all Tenders invited.
- 2 It serves as a declaration to be used by Umgeni Water in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if such Tenderer, or any of its directors have-
 - a. abused Umgeni Water 's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

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

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

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

FOR INFORMATION USE ONLY

**T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE
VISIT – NOT APPLICABLE**

CERTIFICATE OF ATTENDANCE

TENDER No. 2021/109

This is to certify that

(Tenderer)

of (address)

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

..... on (date)

starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This section must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

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

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

.....
(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

T2.19.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.7 CONTRACT PARTICIPATION GOALS

Objective

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

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

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

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

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

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

Applicability

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

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

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

Invoicing and Payment

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

- 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.
- 1. Payment to the Service Provider – on the last day of the following month;
- 2. 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 Umgeni Water; and
- 3. The submission from the Service Provider must include a schedule that clearly shows the following:
 - Total Contract Sum
 - Total amount payable to CPG Partner/s excluding current month
 - Amount payable to CPG Partner for current month
 - % split of Total amount payable to Main Service Provider and CPG Partner/s

Monitoring and Reporting on CPG

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

Eligibility Criteria

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

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMGENI WATER

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

T2.23.

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umgeni Water and the Bidder); and Umgeni Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.8 TENDERER'S PREVIOUS EXPERIENCE

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

Tenderers should briefly summarize their company's experience (and that of any specialist sub-consultants, joint venture partners or consortium members) relevant to the scope of work.

The summary table below may be used. If a separate table is prepared, it shall be put in tabular form with the same headings.

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Company (Where the service was provided) & Type of Company (Name & Sector)	Client/Employer	Client reference Contact Details

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

Weighting = 30%

Description	Max Possible Score
Company experience comprising Risk based Audit (Submit Proof of previous projects) 2-3 Project – 10 points 4-5 Projects -14 points 2 additional points for every project more than 5 projects to a maximum of 20 points Company Experience in the provision of IT Auditing services 2-3 Project – 10 points 4-5 Projects -14 points 2 additional points for every project more than 5 projects to a maximum of 20 points Company experience in Auditing pre-determined objectives 2-3 Project – 10 points 4-5 Projects -14 points 2 additional points for every project more than 5 projects to a maximum of 20 points Company Experience in the review of Treasury review /Financial Statements analysis 2-3 Project – 10 points 4-5 Projects -14 points 2 additional points for every project more than 5 projects to a maximum of 20 points Company experience in Public sector (PFMA) 2-3 Project – 10 points 4-5 Projects -14 points 2 additional points for every project more than d projects to a maximum of 20 points	100

T2.26.

T2.2.8 TENDERER'S PREVIOUS EXPERIENCE (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.27.

T2.2.9 SERVICE CAPABILITIES

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)

T2.2.10 EXPERIENCE OF KEY PERSONNEL

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

- A. Partner/ Director
- B. Project Lead/ Manager:
- C. IT Audit Lead/ Manager:

All team members must be members of either IIA, ISACA or SAICA

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

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

A CV (**not more than 3 pages**) in the required format below, shall be provided for each key person should be attached to this schedule. Note that Copies of Qualification and Professional Registration Certificates should be attached separately to Section T2.2.26

Each CV should be structured under the following headings:

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

Scoring of the experience of key staff will be as follows:

Weighting = 30%

Description	Score	Max Possible Score
The proposed team including CVs showing experience in project of similar nature. This will include details of experience of the Partner/Director. Project Manager and IT Audit Manager. Experience of Partner / Director 1-3 yrs. – 10 points 4-5 yrs. -14 points 2 additional points for every year more than 5 years to a maximum of 20 points Experience of Project Manager 1-3 years – 10 points 4-5 years -14 points 4 additional points for every year more than 5 years to a maximum of 40 points Project Manager with CIA qualification – 10 points Experience of IT Audit Manager / Team leader 1-3 Project – 7 points 4-5 Projects -14 points 2 additional points for every year more than 5 years to a maximum of 20 points IT Manager / team leader with CISA – 10 points	20 50 30	100

T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION USE ONLY

T2.31.

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION USE ONLY

T2.2.11 PROPOSED ORGANIZATION AND STAFFING/ STRUCTURE AND RESOURCES

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

INSERT HERE

FOR INFORMATION USE ONLY

T2.33.

**T2.2.11 PROPOSED ORGANIZATION AND STAFFING/ STRUCTURE AND RESOURCES
(Continued)**

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.12 METHOD STATEMENT/ AUDIT PROCESS

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

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

The critical areas are as follows (but not only limited to these aspects):

1. Risk Based Auditing
2. Audit of Predetermined objectives (AOPO)
3. Performance Audits
4. IT Audits

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

The scoring of the approach paper will be as follows:
Weighting =35%

No submission (Score 0)	No method statement
Poor (Score 40)	The method statement / technical approach is poor. (The tenderer has misunderstood certain aspects of the scope of work or does not deal with the critical aspect of the project)
Good (Score 90)	The approach is generic but does address the project objectives.
Excellent (Score 100)	The tenderer presented a tailored approach, shown knowledge of the business process and the operations of UW.

T2.35.

T2.2.12 METHOD STATEMENT (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.13 TRANSFER OF SKILLS PLAN/ PROGRAMME

Internal Audit Services weighting = 5%

<i>Transfer of Skills (have a plan / policy and procedures for internal audit)</i>	5
(Points allocated per function below): • 5 points – submit a plan for transfer of skills;	5

T2.37.

T2.2.13 TRANSFER OF SKILLS PLAN/ PROGRAMME (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.38.

T2.2.14 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

T2.2.16 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

T2.2.17 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.2.18 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

Signature Date

Name..... Position

Tenderer

T2.2.19 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this tender shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

- Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

Non-compliant contributor	0	0
---------------------------	---	---

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

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the Employer that the claims are correct;

T2.49.

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Employer may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

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

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

T2.2.19 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

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

T2.51.

T2.2.20 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

FOR INFORMATION USE ONLY

T2.52.

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

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.22 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank:

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

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

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

T2.2.23 TENDERER'S HEALTH AND SAFETY DECLARATION

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 terms of the Scope of Work outlined in C3. 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 (C2) 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 Data (C1.2 Clause 3.12) 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.

SIGNATURE: DATE:

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

T2.2.24 PRO FORMA OHS NOTIFICATION

NOT APPLICABLE TO THIS TENDER

**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.]

.....
SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.56.

T2.2.25 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.26 REGISTRATION CERTIFICATES

FOR INFORMATION USE ONLY

T2.58.

T2.2.27 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



TENDER NO: 2021/109

TENDER TITLE:

Panel of service providers for Internal Audit and Related Services

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zamah Gasa
Telephone: 033 341 1075

Name of Tenderer:

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SOUTH AFRICA (AGSA)		

C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of

APPOINTMENT OF A PANLE OF SERVICE PROVIDERS FOR THE PROVISION OF INTERNAL AUDIT AND RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS

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

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

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

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

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature: (of person authorized to sign the acceptance)

Name: (of signatory in capitals)

Capacity: (of Signatory)

Name of Employer: (organization) Umgeni Water

Address 310 Burger Street, Pietermaritzburg

Telephone number: 033 341 1111 **Fax number:**

AS WITNESS

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

Date:

C: SCHEDULE OF DEVIATIONS

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

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

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

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

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

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR UMGENI WATER

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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

This services contract is based upon the Standard Professional Services Contract (July 2009) (third Edition of CIDB document 1014), published by the Construction Industry Development Board (see www.cidb.org.za).

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

3. Progress Measurement and Payments

Progress measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a 'non-working' day, it shall take place on the last working day prior to the 20th.

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25th of the month for payment not later than the last day of the month following the month in which same were submitted.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1	The Employer is Umgeni Water
1	The Project is for a Panel of service providers for the provision Internal Audit and Related Services
1	The Period of Performance is 3 years from the Commencement Date.
3.4	The authorized and designated representative of the Employer is: Name: Nontokozo Makhubu The address for receipt of communications is: Telephone: (033) 341-1348 E-mail: Nontokozo.makhubu@umgeni.co.za Address: 310 Burger Street PO Box 9 Pietermaritzburg Pietermaritzburg 3201 3200
3.5	The location for the performance of the Project is Umgeni Water Head Office and any other relevant sites in terms of scope. 310 Burger Street Pietermaritzburg 3201
3.9.2	The time based fees used to determine changes to the contract price are as stated in the Pricing Data
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Cover is: R10 000 000 Period of cover: Period of performance 2. Professional Indemnity Insurance Cover is: R5 000 000 Period of cover:
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services as and when notified in writing by the Project Manager.
12.1	Interim settlement of disputes is to be by mediation
12.2 / 12.3	Final settlement is by litigation
12.2.1	In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

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

PART C2: PRICING DATA

PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES

PART C2: PRICING DATA

PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES

C2.1 BILL OF QUANTITIES

2.1. TIME CHARGE PLUS DISBURSEMENT

Recoverable cost will be re-imbursed at the rates determined by the Auditor General, on a proven basis, except in so far as travelling is concern where the following provisions apply:

- In case of vehicle travel ,the payment of rates will be based on AA rates per kilometer
- The service provider shall maintain the detailed log sheet for the distance travelled and these must accompany claims and be limited to 10% of the total engagement fee.
- Umgeni will not pay personnel for travel outside of KwaZulu Natal

2.2.Defination of resources – The tenderers are required to review scope of work as defined within C3 and determine all the resources and level of expertise required.

2.3. Definition of time charge and rates - The tenderers are required to review scope of work as defined within C3 and determine the time charge rates for each resource function required to achieve the scope of work.

2.4. Payments –The tenderer will be paid the amount approved for the resources provided on the engagement in line with the annual audit plan.

2.5. Price increase – Price shall increase in accordance with the publicised Auditor General Rates on annual basis.

2.6. The pricing schedules list is based on the Auditor General rates

2.7. Upon agreement of the internal audit engagement, the costing and hours shall be agreed upon in line with 2.1 & 2.6 above.

C2.2 PRICING SCHEDULE

**Recoverable Costs Will Be Reimbursed At The Rates Determined By Th Auditor General,
On A Time Costs Basis Which Will Be Calculated On An Assugment By Assignment
Basis.**

PART C3: SCOPE OF WORK

1. Employer's objectives

To appoint a Panel of service providers that will assist UW in the implementation of the annual audit plan as approved by the Audit Committee and/ or conducting ad hoc audit services and/or conduct forensic investigations that will ensure the provision of an independent appraisal function for the review and evaluation of financial, corporate and other systems of internal control which is in alignment with the King 4 Report.

2. Description of services

The Service provider must be able to provide the following services:

Internal Audit Services

- The Internal Audit Service provider shall provide a risk based approach to planning as opposed to a compliance approach that is limited to evaluation of adherence to procedures.

Forensic Services

- Forensic Investigations
- Digital/IT Forensic(Imaging recovery and analysis of digital data from digital devices)
- Anti-corruption strategy development, fraud prevention programmes and response plans

3. Extent of the service

The Extent of work that must be performed by the Service provider must include but not be limited to the following services:

Internal Audit Services

- Risk based Auditing
- Treasury/Financial Discipline Reviews and Compliance Audits
- Assessment of adequacy of controls to safeguard assets,
- Reviewing level of compliance with policies, legislation, procedures and strategic plan,
- Reviewing performance to ascertain whether established objectives and goals are being achieved as planned,
- Assessing effectiveness of controls in particular with financial information including Supply Chain Management, Finance, Information Technology and Human Resource Management section, and other sections possibly left out.
- Evaluate the entity's governance processes & identify any control deficiencies.
- Participate in the annual risk assessments and use the outcomes as a basis to produce internal audit plan
- Auditing of a SAP environment

Forensic Services

- Fraud and corruption risk assessments
- Pro-active fraud audits and fraud detection reviews
- Conducting of assigned forensic audit engagements successfully from beginning to end
- Obtaining and reviewing evidence ensuring forensic audit conclusions are well documented
- Work throughout disputes including assistance with early case assessment, class certification, discovery assistance, claim preparation, rebuttal and expert witness testimony enabling UW to determine quantum accounting evidence and present it in legal proceedings.

4. Use of reasonable skill and care

In carrying out their duties the service providers will exercise due professional care in accordance with the standards and pronouncements of the Institute of the internal Auditors IIA and the Association for Certified Fraud. Service Providers should maintain an impartial attitude and display competence, diligence, training, ability, integrity, and objectivity. This includes ensuring that the work conducted is supported by a relevant, reliable, and sufficient evidence.

5. Co-operation with other services providers

The effectiveness of internal audit depends upon its independence from the day to day operations of umgeni water. In order to maintain independence, internal audit reports to the audit committee through the chief audit Executive and has the right of access to the chief executive and chairperson of the Audit committee. Internal audit will seek to establish mutual confidence and maintain constructive working relationships with management and staff. Co-operation between internal and external audit is essential and will involve periodic meetings to discuss matters of mutual interest, consultation on plans and involves access to each others working papers and reports to avoid duplication of effort. Internal audit will take the lead with regards to combine assurance and therefore consultation with other assurance providers at Umgeni Water. The forensic audit team will also adhere to the code related to the Umgeni water Ethics committee which will include procedures followed in relation to the fraud hotline.

6. Brief

Below are the minimum requirements expected from a successful bidder once the contract has been signed.

6.1 A draft three year rolling internal audit plan and one year operational plan for UW should be presented.

6.2 The Internal Audit planning should

- Follow a risk based approach to its plan and thus it should take into account UW's Integrated Risk Management Framework
- Focus on providing an assessment of umgeni water's control environment
- Consider umgeni water's risk and opportunities identified by management and other key stakeholders,
- Take cognisance of industry relevant emerging issues
- Develop a detailed annual plan indicating scope for each internal audit
- Discuss audit coverage with management and the audit committee
- Perform internal audits in compliance with the internal professional practices Framework (IPPF)
- Monitor the clearing and implementation of the audit findings and recommendations
- Report on the findings to the audit committee through the chief audit executive.
- Attend audit committee meetings and provide feedback on internal audits completed, the management of risks including a regular overview of the control environment
- Provide overall annual conclusion on the audited control environment for the audit committee
- Work closely with the Auditor-General and other assurance providers to ensure synergy of approach, with a view to minimal duplication of effort and to obtain reliance on work performed.
 - Perform compliance reviews with the King IV Report
 - Any other statutory and regulatory requirements

6.3 The Internal Audit Service Provider must provide an internal audit function that will play a pivotal role in the combined assurance model by providing an independent assurance on risk management and systems of internal controls to best optimise costs, avoid duplication and prevent assurance overload and assessment fatigue.

6.4 Internal audit shall have the skills to perform the following as and when required:

- Special audits (Environmental Audit, Health and safety, Business continuity, Disaster recovery etc)
- Systems development and improvement
- Risk Management
- Corporate Governance and legislative Compliance

Please note that the service provider would need specialists for the specialist audit eg. Engineers, environmentalists, SHEQ Professionals etc)

6.5 Internal audit shall draw attention to apparently uneconomical or otherwise unsatisfactory results flowing from management decisions, policy or practice. Internal audit will also examine and evaluate systems designed to formulate, monitor and review matters of policy.

6.6 Adhoc and Consulting services

The appointed service provider will from time to time be requested to perform the following additional services at contract rates

- Conduct annual fraud, risk and security awareness workshops
- Perform reviews performance reports

7. Fraud and irregularities

Service providers shall state the process they propose to follow should they receive a request to conduct special assignments and investigations on behalf of the Audit Committee or Accounting Authority into any matter or activity affecting the probity, interest and operating efficiency of Umgeni Water.

The internal audit function must apply due professional care and professionalism during the performance of audits to identify serious defects in the internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Accounting Authority or the Audit Committee, without disclosing these to any other staff. This applies to instances where serious fraud and irregularity is uncovered.

8. Applicable national and international standards

The Internal Audit Function should adhere to the Institute of Internal Auditors Standards for the Professional Practice of Internal Auditing and Code of Ethics at a minimum. The Code of Ethics for Association of Certified Fraud Examiners (ACFE) will be applied.

Umgeni Water adheres and complies, amongst others, to International Financial reporting Standards, IFRS, Companies Act of South Africa, Water Services Act, Public Finance Management Act, Treasury regulations, King IV, and other Legislation such as Occupational Health and safety Act and other financial and non-financial standards. List of all applicable legislation is included separately as per Annexure A.

9. Approvals

The Audit Committee will oversee the audit function. The Audit Committee will endorse the operational and strategic audit plans determined by the Service Provider. The Service Provider shall work closely with the Chief Audit Executive for Administrative Reporting and the Audit Committee Reports.

10. Access to land / buildings / sites

The Audit Team will be subject to Umgeni Water's access control policies. Prior arrangements must be made before visiting sites.

11. Planning and programming

Internal Audit work will be planned, controlled and recorded in order to determine priorities, establish and achieve objectives and achieve the effective and efficient use of audit resource. These activities will be costed and a three year budget prepared. On a quarterly basis actual costs will be reported against budgets.

Internal Audit shall follow up agreed action plans to ascertain what action management has taken in response to recommendations made. Performance against agreed action plans will be reported to the Audit Committee by Chief Audit Executive.

Forensic Projects will be allocated as per needs basis depending on cases which come about during the year.

12. Quality management

All the work conducted by the service provider shall be reviewed by the lead Auditor and UW delegated official prior approval by the Chief Audit Executive. The final report for every project shall be submitted to the Chief Audit Executive for approval.

13. Format of communications

Reports shall be consistently structured and follow a logical approach. The structure shall be as follows:

- Section A – An executive summary documenting the scope of the work, sources of information and a summary of significant findings
- Section B – The details internal control findings and recommendations on operational enhancements
- Section C – Matters reported previously that are not yet resolved.

Separate written instructions for matters not covered in the scope of the plan shall be obtained and communication would be through email and through a report in a format agreed upon with the Chief Audit Executive.

14. Key personnel

Refer to Returnable Schedule T2.2.10 and C1.9 Part 2: Contract Data to be provided by the Service provider. The Service Provider must provide an organogram in T2.2.12 clearly identifying key personnel to be evaluated.

15. Management meetings

The service provider is to meet the Chief Audit Executive at least once a month to present a progress report in the case of internal audit services. Should there be a need, meetings shall be held on a needs basis in the case of both Internal Audit Services or related services or Forensic Services.

16. Forms for contract administration

State requirements if any, for use of standard forms for contract administration purposes and attach pro forma documents as annexures (Refer to Part C5).

17. Electronic payments

Payments will be made using Umgeni Water SCM terms. State details required / procedures to obtain payments, as relevant.

18. Daily records

For all projects, the team will keep a time schedule. Status update of assignments must be done weekly. A record of daily hourly charge out must be kept.

19. Professional indemnity insurances

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

20. Payment certificates

A schedule of proposed billing shall first be presented to the Chief Audit Executive for approval before an invoice is generated. All invoices will also be approved by the Chief Audit Executive before payment.

21. Use of documents by the Employer

Documents / reports prepared by the Service Provider will be utilised to improve internal controls where necessary, remedy identified weaknesses and remedial actions taking into account recommendations.

22. Property provided for the Service provider's use

Office space shall be available for use by the Audit Team.

23. Proof of compliance with the law

The Service provider shall adhere to the following legislative prescripts:

- Review compliance with PFMA Act no. 1 of 1999
- Occupational Health and safety Act no. 85 of 1993 and
- International standards on Auditing (ISA)

24. Transfer of skills

The service providers will be expected to utilise internal resources (Trainees/Interns) as part of their engagement and ensure transfer of skills. The Service Provider would be required to train an Umgeni Water Graduate to enable the trainee(s) to qualify for IAT, PIA or CIA examinations. The Service Provider will expose the UW graduate to areas of training which are not available at UW.

PART C4: SITE INFORMATION

Service Providers will be subject to Umgeni Water Group access control measures. This includes Msinsi Holdings sites.

The working hours applicable are 08h00 to 16h30 – Monday to Friday

Name
UW Head Office
UW Pineside Pineside Office
MSINSI – Bon Accord
UW Durban Heights WTW
UW Hazelmere WTW
UW Maphephetwa WTW
MSINSI – Inanda Dam Mahlabathini Park
MSINSI – Forest Lodge
MSINSI – Lakeside Lodge
UW Hazelmere Dam
MSINSI – Darvill Reserve
UW Darvill WWW
MSINSI – Nagle Dam Reserve
UW Nagle Dam
Pietermaritzburg Airport
Albert Falls Dam
Amanzimtoti WTW
UW Area West Office Midmar
UW Craigieburn WTW
UW DV Harris WTW
UW Henley Dam
UW Inanda Dam
UW Ixopo WWW
UW Ixopo WTW
UW Midmar WTW
UW Mkhondeni Regional Office
UW Mkhondeni Workshops
MSINSI Head Office
UW Mtwalume WTW
UW Nungwane Dam
MSINSI Shongweni Reserve
UW Umlaas Road WTW
UW Mvoti/Stanger WTW
UW Umzinto WTW
UW Wiggins WTW
UW Umhlali Regional Office
UW Spring Grove
UW Lower Thukela

PART C5: ANNEXURES

**C5.1 GUIDELINE ON FEES FOR AUDITS PERFORMED ON BEHALF OF THE AUDITOR-GENERAL
OF SOUTH AFRICA (AGSA)**