



TENDER NO: 2026/059

**APPOINTMENT OF 5 SERVICE PROVIDERS FOR ENTERPRISE AND SUPPLIER
DEVELOPMENT PROGRAMME FOR 5 YEARS**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Lungelo Madlala
Telephone: 033 341 1209

Name of Tenderer: _____

National Treasury CSD Number: _____

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

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Tender Number: 2026/059 |

Tender Title: APPOINTMENT OF 5 SERVICE PROVIDERS FOR ENTERPRISE AND
SUPPLIER DEVELOPMENT PROGRAMME FOR 5 YEARS |

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

Competent and experienced Service Providers are invited to Tender for the following:

APPOINTMENT OF 5 SERVICE PROVIDERS FOR ENTERPRISE AND SUPPLIER DEVELOPMENT
PROGRAMME FOR 5 YEARS

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy initiative.

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.

- **Stage 1 of functionality:** Functionality shall be assessed on the stipulated criterion with a total score of 100 points weighted 70%. **Only bidders who score at least 49 points out of 70 points** on the first part of functionality evaluation. Bidders that passed stage 1 of functionality will be eligible for presentations.
- **Stage 2 of functionality:** Presentations on the approach paper and methodology with the total score out of 100 points weighted at 30%. Note: **Only bidders who scores at least 21 points** on the second part of functionality evaluation.

A minimum functionality score of 70 points (aggregated for both Returnable Schedules) and Presentations is required for the tender to be considered further.

Tenderers who met an overall score of 70 points from functionality evaluation and presentations combined will proceed to the last stage of Price and preference.

- Price & Preference Goals using the 90/10 Preference Point Scoring System in terms of PPPFA. |
Price and Preference goals
 1. In compliance with the Preferential Procurement Regulations 2022, the 90/10 preference point system is applicable: points for this bid shall be awarded for:
 - a) Price; and 90 and
 - b) Preference as defined in SBD 6.1 (10)
 2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
 3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.
Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

T1.4.

	Description	90/10	Evidence to be provided
RDP	Enterprises in the KwaZulu Natal	5	CIPC/ CSD Report
HDI	51% Owned by Black People	5	Valid BBBEE certificate
Total points for preferential goals		10	

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

The physical address for submission of Tenders is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

A compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at 310 Burger Street, Pietermaritzburg on 16 March 2026 starting at 11H00.

Tenderers must ensure that they bring their documents to the clarification meeting for signing purposes. No concessions will be made for tenderers who do not have their tender documents in their possession.

The closing time for submission of Tenders is **12h00 on 02 April 2026**

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

Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar 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@uuw.co.za*

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

For any other Tender adverts, please visit this website.

uMngeni-uThukela Water Reserves the Right to Award the Contract In Whole or In Part.

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

uMngeni-uThukela Water Standard Contract for Services (document number: SCM0027, a copy of which may be obtained from uMngeni-uThukela Water Supply Chain Management office or can be downloaded from the following web site:

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

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

F.3.8 Test for responsiveness

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

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

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

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

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is uMngeni-uThukela 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
	F.1.4 Communication and Employer’s agent
F.1.4	The Employer’s agent is: <u>Tender Queries</u>

T1.6.

	Name: [Lungelo Madlala] Address: [310 Burger Street] Tel: [033 341 1209] Fax: [N/A] E-mail: [Lungelo.madlala@uuw.co.za.....]
	F.2.1 Eligibility
F.2.1	uMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria: <ol style="list-style-type: none"> 1) [The tenderer completed the Bidders Disclosure Form (T2.2.2) 2) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy initiative. 3) The Tenderer must be accredited with the Quality Council for Trades and Occupations (QCTO) and/or a relevant Sector Education and Training Authority (SETA). 4) Proven experience in delivering Enterprise and Supplier Development (ESD) and/or capacity-building programmes for a Water Sector. Bidders must provide a copy of the award letter and a completion/ positive reference letter issued by the relevant Water Sector as evidence of such experience.
	F.2.7 Clarification meeting
F.2.7	A compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at uMngeni-uThukela Water Head Office
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative tender offers
F.2.12	Criteria for Alternative Tender Offers If Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

T1.7.

	<p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It shall be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
	F.2.13 Submitting a tender offer
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original, plus one (1) electronic copy on a USB stick.
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Tender Title Closing Date Closing Time Tenderer's Name Tenderer's Address</p> <p>Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued.</p> <p>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.</p>
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender .
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 calendar 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:

T1.8.

	<ol style="list-style-type: none"> 1. An 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 or QSE. 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 or QSE. 7. Company Registration Certificates 																				
	F.3.4 Opening of tender submissions																				
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender .																				
	F3.8 Test for responsiveness																				
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 (seventy) points																				
	F.3.11 Evaluation of tender offers																				
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)																				
F.3.11.3	The following preference point systems are applicable to all Tenders:																				
(4c)	<ol style="list-style-type: none"> 1) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received 																				
F.3.11.9	<p>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:</p> <p>PHASE 1: DESKTOP EVALUATION (70 Points)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Returnable Schedule</th> <th style="text-align: right;">Maximum Points</th> </tr> </thead> <tbody> <tr> <td>T2.2.08 — Tenderer's Experience</td> <td style="text-align: right;">30</td> </tr> <tr> <td>T2.2.08 — Experience of Key Personnel</td> <td style="text-align: right;">30</td> </tr> <tr> <td>T2.2.10 — Method Statement</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Phase 1 Total</td> <td style="text-align: right;">70</td> </tr> <tr> <td>Minimum to proceed to Phase 2 (70%)</td> <td style="text-align: right;">49</td> </tr> </tbody> </table> <p>PHASE 2: PRESENTATION (30 Points)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Returnable Schedule</th> <th style="text-align: right;">Maximum Points</th> </tr> </thead> <tbody> <tr> <td>Presentation of Methodology</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Phase 2 Total</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Minimum to proceed to Price (70%)</td> <td style="text-align: right;">21</td> </tr> </tbody> </table> <p><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></p> <p>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.</p>	Returnable Schedule	Maximum Points	T2.2.08 — Tenderer's Experience	30	T2.2.08 — Experience of Key Personnel	30	T2.2.10 — Method Statement	10	Phase 1 Total	70	Minimum to proceed to Phase 2 (70%)	49	Returnable Schedule	Maximum Points	Presentation of Methodology	30	Phase 2 Total	30	Minimum to proceed to Price (70%)	21
Returnable Schedule	Maximum Points																				
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Minimum to proceed to Phase 2 (70%)	49																				
Returnable Schedule	Maximum Points																				
Presentation of Methodology	30																				
Phase 2 Total	30																				
Minimum to proceed to Price (70%)	21																				

T1.9.

	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	<p>Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@uuw.co.za</p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>uMngeni-uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on uMngeni-uThukela Water's website https://www.umngeni-uthukela.co.za/supplier-documentation/</p> <p>uMngeni-uThukela Water reserves the right to award the Contract in whole or in part.</p>

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		T2.13
T2.2.2 Bidders Disclosure		T2.20
T2.2.3 Tax Compliance Status Letter Requirements		T2.23
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		T2.25
T2.2.5 Contract Participation Goals (CPG)		T2.26
T2.2.6 Tenderer's Experience		T2.30
T2.2.7 Key Personnel Assigned to the Work		T2.33
T2.2.8 Experience of Key Personnel		T2.34
T2.2.9 Proposed Organization and Staffing		T2.37
T2.2.10 Method Statement		T2.39
T2.2.11 Preliminary Programme		T2.41
T2.2.12 Registration Certificate / Agreement / ID Document		T2.43
T2.2.13 Amendments, Qualifications and Alternatives		T2.44
T2.2.14 Record of Addenda to Tender Documents		T2.46
T2.2.15 VAT Registration Certificate		T2.47
T2.2.16 Schedule of Proposed Sub-Consultants		T2.48
T2.2.17 Proof of Purchase of Tender Document		T2.49
T2.2.18 Letter of Good Standing in terms of COID Act		T2.50
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2022		T2.51
T2.2.20 Tenderer's Financial Standing		T2.63
T2.2.21 Tenderer's Health and Safety Declaration		T2.64
T2.2.22 Pro forma OHS Notification		T2.65
T2.2.23 Letter of Intent to provide Professional Indemnity		T2.67
T2.2.24 Registration Certificates		T2.68
T2.2.25 Central Supplier Database (CSD) Report		T2.69



T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:



B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE



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:

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



T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

	Full Name	Identity Number	Name of State institution
2.2			

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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



3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

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

Position	Name of bidder
----------	----------------

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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



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

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



T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE VISIT

CERTIFICATE OF ATTENDANCE

TENDER No. | 2025/059 |

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:

T2.2.5 CONTRACT PARTICIPATION GOALS

1. CONTRACT PARTICIPATION GOALS

- 1.1. Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.
- 1.2. This will require tenderers to commit as part of their scope of work, a certain value of supplies, services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

1.3. Objective of CPG Programme

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

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

1.4. Contract Participation Goals

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

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

- VAT,
- CPA and
- Contingencies.

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

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

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) 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

1.5. Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
The CPG Partner/s shall be selected according to the following criteria:
 - (i) CPG Partner/s are to be sourced from uMngeni-uThukela Water’s database of Service Providers specifically earmarked for CPG purposes. This is for the 25% worth of work
 - (ii) 10% will come from the database sourced in the project footprint also referred to as Local participation
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to uMngeni-uThukela Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- Value of the work to be subcontracted shall be at least **35%** 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 or remove any CPG Partner/s without the written approval of uMngeni-uThukela 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.
- Before the commencement of work, the main contractor shall furnish the CPG Partner/s shall be furnished with the letter of appointment providing the details of their scope and a subcontracting agreement must be placed.

1.6. Invoicing and Payment

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

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

1.7. Monitoring and Reporting on CPG

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

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:

UMNGENI-UTHUKELA WATER

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



T2.27.

-
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela Water for a period not exceeding ten (10) years.

 7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (uMngeni-uThukela Water and the Bidder); and uMngeni-uThukela Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.6 TENDERER'S EXPERIENCE | 30 |

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. Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed on Page 7(F.2.1 Eligibility) and submit only projects relevant to the functionality score for assessment.

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)	Size/Capacity (of Infrastructure to be Designed)	Client/Employer	Client reference Contact Details

Stage 1 of Functionality evaluation

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

[Weighting = 30%]

DESCRIPTION	MAX POSSIBLE SCORE
<p>Previous Experience of the Company in Providing Enterprise and Supplier Development Services (the include; training, coaching & mentoring and evaluation):</p> <ul style="list-style-type: none"> • 2 projects - 10 points • 3 projects - 20 points • 4 projects - 30 points • 5 projects - 40 points • 6 projects - 50 points <p>Points will only be allocated if positive written references are submitted. Appointment letters are not accepted as references</p> <p>Reference letters must relate to programmes with a minimum duration of twelve (12) months to be considered valid</p> <p>Previous Experience of the Company in the Development of Enterprises and Suppliers within the Water Sector:</p> <ul style="list-style-type: none"> • 5 recipients - 20 points • 10 recipients - 30 points • 15 recipients - 50 points <p>Points will only be allocated if positive written references from the development programme recipients or completion certificates are submitted</p>	<p>100</p>



T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK []

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

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant

Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.10 are to be listed in the table below. Tenderers may list additional Key Personnel in the additional rows provided but these will not be scored for functionality.

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Project Manager	
2.	Mentors or Guides	
3.	Administrators	
4.		
5.		
6.		
7.		
8.		

T2.2.8 EXPERIENCE OF KEY PERSONNEL [30%]

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.7.

For the purpose of functionality evaluation, the Employer regards the experience of the following Key Personnel as critical to project success and these personnel will be scored for functionality. The scoring criteria are outlined in the table below.

- A. Project Manager**
- B. Mentors or Guides**
- C. Administrator**

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 T2.2.23

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 **and the scoring criteria below**. The outline shall include start and finish dates of the assignments

The scoring of the experience of Key Personnel shall be as follows: [30]

[Weighting = 30%]

<p>Tenderers must submit detailed curricula vitae (CVs) for all Key Personnel proposed in Section T2.2.7, demonstrating relevant experience in projects of a similar nature. For the purposes of functionality evaluation, the Employer regards the experience of the proposed Project Manager, Mentors/Guides, and Administrator as critical to the successful delivery of the project.</p> <p>The Project Manager must demonstrate experience in overall project coordination, governance, and delivery; the Mentors/Guides must demonstrate experience in enterprise and supplier development support, coaching, and capacity-building interventions within the water sector; and the Administrator must demonstrate experience in programme administration, coordination, reporting support, and documentation management.</p>	300
--	------------

Collectively, the proposed team must demonstrate adequate technical competence, sector-specific experience, and internal support capacity to ensure effective implementation and successful completion of the project.

Experience of a Project Manager in managing similar projects:

- 4 years' experience - 20 points
- 7 years' experience - 30 points
- 10 years' experience - 50 points

The Project Manager/Key Expert qualifications in Commerce/Business Management/Project Management/ Engineering:

- National Diploma - 20 points
- Bachelors / BTech Degree / Honors - 30 points
- Masters / Doctorate Degree - 50 points

Experience of Mentor/Guide in mentoring in similar projects:

- 4 years' experience - 20 points
- 7 years' experience - 30 points
- 10 years' experience - 50 points

The Mentors/Guide qualifications in Commerce/Business Management/Project Management/ Engineering:

- National Diploma - 20 points
- Bachelors / BTech Degree / Honors -30 points
- Masters / Doctorate Degree - 50 points

Experience of Administrator in administrating of similar projects:

- 4 years' experience - 20 points
- 7 years' experience - 30 points
- 10 years' experience - 50 points

The Administrator qualifications in Commerce/Business Management/Project Management/ Engineering:

- Matric/Senior Certificate - 20 points
- National Diploma - 30 points
- Degree/ BTech Degree / Honors - 50 points



T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

T2.2.9 PROPOSED ORGANIZATION AND STAFFING | N/A |

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.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

No submission (score 0)	No Organizational and Staffing proposal submitted.
Poor (score 40)	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.



T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

T2.2.10 METHOD STATEMENT | 10 |

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.

Without limiting the Tenderer's responsibility, the Method Statement should address the following critical areas:

- Assessment of the needs of UMngeni-uThukela Water and participating enterprises through structured reviews of current operational practices, technical capacity, compliance, availability of skills, suppliers, materials, and cost structures, supported by quarterly review engagements.
- Development and implementation of targeted ESD interventions informed by assessment outcomes, including structured training programmes, mentorship, and a defined monitoring and evaluation approach for the duration of the contract to track beneficiary progress and impact.
- Conducting feasibility studies in targeted geographic and sectoral areas to support enterprise development, localization, and market access opportunities.
- Provision of technical, business, and operational support to targeted beneficiaries, including mentoring, coaching, and access to specialized service providers required for programme delivery.
- Capacity building of local community members and emerging enterprises through accredited training aligned to the National Qualifications Framework (NQF), skills transfer, and practical on-the-job support.
- Facilitation of community engagement initiatives aligned to socio-economic development objectives and local participation targets.
- Implementation of a comprehensive project administration approach, including beneficiary selection processes, grant and equipment support administration (where applicable), governance compliance, and coordination of programme activities.
- Submission of regular progress and performance reports, including weekly updates on beneficiary selection and implementation progress, and quarterly impact reports aligned to UMngeni-uThukela Water's reporting requirements.
- Promotion of localization, increased utilization of local resources and emerging contractors, sustainable SMME growth, job creation, and contribution to broader socio-economic transformation objectives.
- Alignment to Contract Participation Goals (CPG), skills development, skills transfer, and cost-efficient delivery that supports both supplier sustainability and the Employer's value-for-money objectives.

The Method Statement must further demonstrate the Tenderer's capability to provide entry-level and ongoing support to new and existing enterprises through structured business development programmes, including cooperatives and rural and urban enterprise development initiatives. This includes basic business skills training, mentoring, facilitation of access to funding and market opportunities, management of enterprise grant or equipment support processes, and facilitation of capacity-building workshops, as well as the ability to implement Socio-Economic Development (SED) initiatives that enable progression and graduation into sustainable ESD outcomes

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 30 pages.

The scoring of the approach paper will be as follows:

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

STAGE 2 OF FUNCTIONALITY EVALUATION

Presentation Of Methodology — (Weighting 30%)

Bidders who meet the eligibility criteria and have achieved a minimum of forty-nine (49) points out of seventy (70) in Phase 1 (Desktop Evaluation), will be notified of the date and time for the submission and tabling of presentations.

The presentation must demonstrate the bidder's understanding of the project objectives, proposed methodology, implementation approach and how the bidder will add value in achieving the stated objectives. The presentation will be evaluated by each member of the Employer's tender evaluation committee independently.

The scoring of the presentation of Methodology will be as follows:

Score	Description
No submission / presentation (Score 0)	No submission of presentation and/or no attendance at presentation
Poor (Score 40)	No clear methodology. Very limited or no understanding demonstrated. Key aspects missing or generic.
Satisfactory (Score 70)	Basic understanding shown. Covers some key elements, but lacks depth, structure and practicality
Good (Score 90)	Solid and practical approach. Most key aspects are well addressed with some supporting details
Very Good (Score 100)	Comprehensive, insightful and tailored approach. Innovative, detailed and highly relevant to the project context. Demonstrates clear understanding and integration of the project objectives.

A minimum score of twenty-one (21) out of thirty (30) points — representing seventy percent (70%) — must be achieved in the presentation for the bidder to proceed to Price and Preference evaluation.



T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

T2.2.11 PRELIMINARY PROGRAMME – NOT APPLICABLE

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

The programme is to include the main / sub-components with associated key milestones and interdependencies. The table below may be used for this purpose but is insufficiently detailed to ensure a good functionality score. Alternatively, a separate programme may be attached. It is preferred that a separate programme, prepared using project scheduling software, is attached.

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

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows:

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and sub subcomponents and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date



T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

|



T2.2.12 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

T2.2.13 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. uMngeni-uThukela 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.**



T2.45.

(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.....



T2.2.15 VAT REGISTRATION CERTIFICATE

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

T2.2.16 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.....



T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT []

INSERT HERE

**T2.2.18 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.

5. TENDER DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3 AND 4.1

6.1. 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).

7. SUB-CONTRACTING

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

7.1.1. If yes, indicate:

7.1.1.1. what percentage of the contract will be subcontracted? %

7.1.1.2. the name of the sub-Supplier?

7.1.1.3. the B-BBEE status level of the sub-Supplier?

7.1.1.4. whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of organization:

8.2. VAT registration number:

8.3. Company Registration number:

8.4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8. 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;
- 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



T2.57.

.....
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.



T2.2.20 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)



T2.2.21 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)



T2.2.22 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.]

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

- (b) Name of Supplier's contact person:
Telephone number:
.....

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

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

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

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

- (b) Name of designer's contact person:.....
Telephone
number:.....

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

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



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

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

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

9. Expected commencement date:.....

10. Expected completion date:.....

11. Estimated maximum number of persons on the construction site:
.....

12. Planned number of Sub-contractors on the construction site accountable to Supplier:
.....

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

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:



T2.2.23 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE

Requirements in respect of Public Liability and Professional Indemnity Insurance are stated in Contract Data Clause 5.4.1 on Page **C1.9** of Volume 2 of the tender document. |

INSERT HERE



T2.2.24 REGISTRATION CERTIFICATES

[]



T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE



TENDER NO: 2026/059

APPOINTMENT OF 5 SERVICE PROVIDERS FOR ENTERPRISE AND SUPPLIER
DEVELOPMENT PROGRAMME FOR 5 YEARS



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

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Lungelo Madlala
Telephone: 033 341 1209

Name of Tenderer: _____

National Treasury CSD Number: _____

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C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.2	Yellow
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C2.1 Pricing Instructions	C2.1	Yellow
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C.4 SITE INFORMATION	C4.1	Green
C.5 ANNEXURES (Omit if not applicable)	C5.1	White
C5.1 uMngeni-uThukela Water Insurance Summary and Claims Procedure		

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

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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....
.....Rand;

(in figures) R.....

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)* uMngeni-uThukela 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 uMngeni-uThukela 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, uMngeni-uThukela 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 uMngeni-uThukela 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 UMNGENI UTHUKELA 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

1.1 The formula for CPI:

$$R = CPI \times 30\%$$

Where:

R is the percentage increase in price from the existing price; and

CPI is the latest available release of the official Consumer Index by STATS SA

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

3. Progress Measurement and Payments

Progress measurements 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
	The Employer is uMngeni-uThukela Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Nkosinathi Mthembu The address for receipt of communications is: Telephone: 033 341 1120 Facsimile: N/A E-mail: nathi.mthembu@uuw.co.za Address: N/A
1	The Project is Appointment of a Service Provider for Enterprise and Supplier Development Programme for 3 Years
1	The Period of Performance is 156 weeks from the Commencement Date.
3.5	The location for the performance of the Project is KZN.
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Minimum Cover is: R10 000 000 (Five million rand) Period of cover: For the period of performance 2. Professional Indemnity Insurance Minimum Cover is: R5 000 000 (Five million rand) Period of cover: For the period of performance
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
11.1	A Service Provider may subcontract any work for which he hasn't the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.
12.2 / 12.3	Final settlement is by arbitration.
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).
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
	The additional conditions of contract are: <i>uMngeni-uThukela Water Reserves The Right To Award The Contract In Whole Or In Part</i>



1	Delete the word of "Start" from "Start Date" and replace with "Commencement "and substitute the words "Contract Data" with "Form of Offer and Acceptance".
---	--

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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 50%;">Specific duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties												
Name	Specific duties														

PART C2: PRICING DATA

Option 1 - Fee based

C2.1 PRICING INSTRUCTIONS

1. Percentage Fee

- 1.1. **Definition of work required** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources, equipment, plant, machinery, disbursements and ancillary costs required to do the work.
- 1.2. **Definition of Percentage Fee** – on the basis of the Tenderer’s assessment of the work required, the Tenderer is required to determine the total percentage (%) fee to achieve the scope of work based on the Capital Value of the work set down in Table 2 of C2.2.
- 1.3. **Equipment, plant, machinery, disbursements and ancillary costs** – the Tenderer is required to include within the % fee all equipment, plant, machinery, disbursements and ancillary costs required to do the work as there will be no additional payment for such expenses.
- 1.4. **Tender Amount** - the Tenderer is required to fill in the % fee and complete the pricing calculations set down in C2.2 Pricing Schedule Table 2, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
- 1.5. **Payment** – the Tenderer will be paid the proportion of the fee for each stage of the work, as set down in the Pricing Schedule C2.2 Table 1.
- 1.6. **Interim Monthly Payments** - interim monthly payments shall be made within each work stage, for work assessed to have been completed within the month.
- 1.7. **Provisional Sums**-The Employer reserves the right, during the execution of the works of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or maybe omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “ Amount” column of the Bill of Quantities and the Summary of the Bill of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated and any changes to the same shall be considered to be an alternative tender and thus non-responsive.

C2.2 PRICING SCHEDULE

Table 1. Work Stages and Proportion of Fee to be paid for completion of each stage.

No.	Description	Amount
1.	Selection Report	20%
2.	Q1 Report	20%
3.	Q2 Report	20%
4.	Q3 Report	20%
5.	Q4 Report	20%
	Total	100%

Table 2. Provisional Sums

No.	Description	Amount (A)	Handling Fee (B)	Total (A + B)
1.	Stakeholder Engagements	R 8 500 000.00	R	R
2.	Awareness programs	R 7 000 000.00	R	R
3.	Occupational skills development	R 3 000 000.00	R	R
4.	Expo/Career Guidance	R 3 000 000.00	R	R
5.	Miscellaneous	R 1 000 000.00	R	R
	Total Carried Forward to Summary			R

Table 3. Percentage Fee and Fee Amount Calculation

1.	Total approximate Capital Value of the work (excluding VAT)	R 72 000 000.00
2.	Percentage Fee to undertake the work based on the capital value of the work	%
3.	Fee Amount calculated as the Percentage Fee of the Capital Value of the work i.e. = 1. Capital Value X 2. Percentage Fee Carried Forward to Summary	R

FINAL SUMMARY

Item No	Description	Amount
Table 2	Provisional Sums	R
Table 3	Percentage Fee Amount	R
A	SUBTOTAL A (Use to calculate CPG amount and percentage)	R
B	Contract Skills and Development Goals (0,375% of SUBTOTAL A)	R
C	SUBTOTAL C (A+B)	R
D	Contact Price Adjustment (10% of SUBTOTAL C)	
E	SUBTOTAL E (C+D)	
F	Value Added Tax (15% of SUBTOTAL E)	
G	Total Fee Amount including VAT <i>carried forward to Offer C1.1 and to Page ii Summary for Tender Opening Purposes</i>	

PART C3: SCOPE OF WORK

Status Quo

UMngeni-uThukela Water is a state-owned business enterprise and operates within the South African legislative framework of the Water Services Act, 1997 (Act No. 108 of 1997), the Public Finance Management Act, 1999 (Act No. 1 of 1999), and the Public Audit Act, 2004 (Act No. 25 of 2004). In support of its developmental and transformation mandate, UMngeni-uThukela Water implements an Enterprise and Supplier Development (ESD) Programme aimed at strengthening emerging enterprises participating within its Contract Participation Goal (CPG) framework across Construction, Professional Services, Information Technology, Environmental Services, and Social Facilitation categories.

The ESD Programme is intended to enhance the technical competence, compliance, health and safety standards, and commercial sustainability of appointed emerging enterprises operating within the water sector value chain.

Brief Overview of the Project – 5 Year Contract

Enterprise and Supplier Development is one of the most effective mechanisms for stimulating economic growth, transformation, and job creation within local communities. This approach is not limited to South Africa, but is recognised globally as a strategic tool for strengthening supply chains, developing sustainable enterprises, and promoting inclusive economic participation.

UMngeni-uThukela Water seeks to appoint an experienced service provider to deliver structured Enterprise and Supplier Development support services to existing and appointed ESD beneficiaries. The service provider will be responsible for the provision of technical and business skills training, mentorship, enterprise and supplier development support, and business advisory services in alignment with uMngeni-uThukela Water's developmental objectives.

The purpose of the tender is to appoint a suitably qualified multi-sector service provider to deliver Enterprise and Supplier Development services within KwaZulu-Natal for a period of thirty-six (36) months. The appointed service provider will also identify and coordinate with accredited training providers, where required, to support the rollout and facilitation of the programme.

1. Employer's objectives

To appoint a Service Provider capable of implementing a structured Enterprise and Supplier Development programme as an output of uMngeni-uThukela Water's ESD strategy. The programme is intended to support the development of SMMEs, promote job creation, stimulate local economic activity, and deliver quantifiable and measurable outcomes that result in sustainable business benefits and compliance with Contract Participation Goals.

2. Description of the services

The purpose of the programme is to achieve the following outcomes:

- *Increase the use of local resources and emerging contractors within UMngeni-uThukela Water's supply chain*
- *Promote growth and ensure the development of sustainable SMMEs*
- *Contribute to socio-economic transformation objectives*
- *Create job opportunities within the areas of operation*
- *To provide support Contract Participation Goals (CPG)*
- *Promote skills development and structured transfer of skills*
- *Implement cost-efficient interventions that assist in maintaining both supplier sustainability and the Employer's value-for-money objectives*

The appointed Service Provider will be required to coordinate and deliver Enterprise and Supplier Development interventions that include structured technical training, business-skills development, mentorship, coaching, and enterprise support aligned to the water sector and associated disciplines.

3. Extent of the services

BID Response Requirements

Tenderers are required to submit a comprehensively detailed bid response in accordance with the submission format specified below (each schedule must be clearly marked).

Proposals should be limited to a total of no more than thirty (30) pages (printed on one side only, and not including cover, table of contents, divider sheets, resumes, and cost proposal) and should include the following information:

1. *Name of the lead service provider and/or technical partner, if any;*
2. *Primary Contact Person (name, title, email address and phone number);*
3. *Company profile;*
4. *Description of similar experience on projects related to Enterprise and Supplier Development, contractor development, and/or water-sector-related programmes;*
5. *Three references with current contact information (name, title, email address, and phone number);*
6. *Overall, the proposal documentation should outline the bidder's detailed proposal on:*
7. *Enterprise and Supplier Development Model aligned to the Scope of Work;*
8. *Methodology and implementation approach;*
9. *Key criteria for the establishment of sustainable Enterprises / SMMEs;*
10. *Detailed Risk Matrix outlining material risks foreseen, including proposed mitigation measures;*
11. *Timeframes and milestones for programme delivery;*
12. *Demonstration of the ability to implement Socio-Economic Development (SED) initiatives that align with graduation into sustainable ESD outcomes;*
13. *Costs and recognition of all costs incurred as ESD spend;*
14. *A proposed approach to accomplishing the work described in the Scope of Work, including pricing.*

Submissions must clearly address each Scope of Work component proposed, separately and in sufficient detail.

Submissions should include relevant materials produced for other clients, including, where appropriate, descriptions of relevant programmes, objectives, challenges encountered, and solutions implemented that resulted in successful outcomes. Materials should demonstrate the service provider's holistic approach to Enterprise and Supplier Development.

4. Use of reasonable skill and care

Identify the work for which the service provider is required to exercise reasonable skill and care.

5. Co-operation with other services providers

Identify other service providers on the project and establish how interactions are to take place.

6. Brief

Service Providers are requested to submit proposals to respond to the following requirements:

- *Demonstrate how a structured Enterprise and Supplier Development programme for local entrepreneurs will be implemented, targeting start-up, developing, and established enterprises*
- *Demonstrate the processes utilised to identify beneficiaries for grant, equipment, or funding support*
- *Facilitate skills transfer through the identification and training of local facilitators to enable sustainability and job creation*
- *Identify income-generating activities within the formal and informal economy of the areas of operation*
- *Initiate programmes focused on growing established and existing businesses sustainably*
- *Provide structured mentoring and coaching programmes for beneficiaries*
- *Where required, train local facilitators to capacitate them and enable sustainability*
- *Provide mentorship services in areas including business planning, business registration, contract management, marketing, costing, financial management, tax compliance, funding applications, occupational health and safety, and related disciplines*
- *Identify commercial and market opportunities for SMMEs, including facilitating access to markets and value chains*
- *Leverage financial institutions (public and private) to support the funding needs of local enterprises*
- *Where required, design and implement supplier development programmes for start-up businesses appointed through community or stakeholder structures*
- *Implement ongoing Monitoring and Evaluation and post-programme assessments to measure effectiveness and impact, including:*
 - *Increased capacity and skills of SMMEs*
 - *Improved compliance and operational capability*
 - *Improved productivity levels*
 - *Increased turnover and sustainability, supported by quarterly management information*

State, as necessary:

- a) *Terms of reference including:*
 - i. *Work components to be undertaken*
 - ii. *Major activities within each work component*
 - iii. *Deliverables per work component*
- b) *Timeframes and milestone dates;*
- c) *Places for the performance of specific tasks; and*
- d) *Reporting requirements.*

7. Reference data

Not Applicable

8. Applicable national and international standards

Not Applicable

9. Particular/Generic specifications

Not Applicable

10. Approvals

Not Applicable

11. Procurement

Not Applicable

- 12. Access to land / buildings / sites**
Not Applicable
- 13. Planning and programming**
Not Applicable
- 14. Software application for programming**
Not Applicable
- 15. Quality management**
Not Applicable
- 16. Format of communications**
Not Applicable
- 17. Key personnel**
Refer to Returnable Schedule T2.2.17 and C1.2 Part 2: Contract Data to be provided by the Service Provider.
- 18. Management meetings**
Not Applicable
- 19. Forms for contract administration**
Not Applicable
- 20. Electronic payments**
Not Applicable
- 21. Daily records**
Not Applicable
- 22. 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.
- 23. Payment certificates**
Not Applicable
- 24. Use of documents by the Employer**
Not Applicable
- 25. Property provided for the Service provider's use**
Not Applicable
- 26. Proof of compliance with the law**
Not Applicable



TENDER NO. 2017/???
CONTRACT DESCRIPTION

ANNEXURES

C5.83
