



**TENDER NO:** 2023 – 043

**TENDER TITLE:**

Expression of interest – Framework tender for a Panel of Environmental Consultants

**VOLUME 1 – Tendering Procedures and Returnable Documents**

**Issued by:**

Umgeni –Uthukela Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Nosipho Mkhize  
Telephone: 033 341 1062

**Name of Tenderer:** .....

**National Treasury CSD Number:**.....

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**Tender Number:** ( 2023-043 )

**Tender Title:** ( Expression of interest- framework tender for a panel of environmental consultants )

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

This intention for the Expression of Interest (EOI) is to establish a panel of service providers for the environmental services to be invited as and when there is a need to assist UW.

The interested qualified and experienced service providers must have technical and proven track record on the above-mentioned areas. The interested service providers must be registered on the Central Supplier Database of National Treasury prior to submission of the expression of interest.

To provide environmental services, as part of the conditions of the framework tender, for Infrastructure Projects in the Planning, Design as well as the Construction and Rehabilitation phases that will be undertaken during the next 3 years.

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

- A. Environmental Assessment Practitioner – will be required to hold a minimum qualification of an Honours Degree in Natural Science or Environmental Science or Environmental Engineering or Agricultural Engineering and hold an EAPASA Registration.
- B. Environmental Control Officer – will be required to hold a minimum qualification of an Honours Degree in Social Science or Natural Sciences or Environmental Sciences or Environmental Engineering or Agricultural Engineering, BA Honours in Environmental Management, or equivalent Environmental Management Studies. The independent ECO will be required to have undertaken environmental auditor training or ECO training.
- C. Rehabilitation Specialists - will be required to hold a minimum qualification of an Honours degree in Science with Aquatic/Wetland/Biodiversity/Ecology or natural science as majors. Hold a Professional registration with the South African Council for Natural Scientific Professions (SACNASP).

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni -Uthukela's BBBEE policy initiative.

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in for functionality.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.

The physical address for submission of Tender documents and the submission of Tenders is: **Umgeni -Uthukela, 310 Burger Street, Pietermaritzburg.**

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to [nosipho.mkhize@umgeni.co.za](mailto:nosipho.mkhize@umgeni.co.za)

Documents will only be issued in electronic format during working hours from 11 August 2023 to 22 August 2023.

This is a free issue for expression of interest.

Queries relating to the issue of these documents shall be addressed to: Ms. Nosipho Mkhize, Tel No.: 033 341 1062, e-mail: [nosipho.mkhize@umgeni.co.za](mailto:nosipho.mkhize@umgeni.co.za).

A compulsory clarification meeting with representatives of Umgeni –Uthukela Water will take place at Head Office Canteen on 25/08/2023 starting at 11:00.

No tender documents will be issued at the clarification meeting. Therefore if tenderers must ensure collection before the meeting.

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 14 September 2023.

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

Umgeni -Uthukela's Standard Conditions of Tender are available on Umgeni -Uthukela's website [www.umgeni.co.za/sustainable\\_development/sud.asp](http://www.umgeni.co.za/sustainable_development/sud.asp)

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

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

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

For any other Tender adverts, please visit this website.

**Umgeni -Uthukela Reserves the Right to Award the Contract In Whole or In Part.**

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

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

[www.umgeni.co.za/sustainable\\_development/sud.asp](http://www.umgeni.co.za/sustainable_development/sud.asp)

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

### F.3.8 Test for responsiveness

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

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

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

Delete this Clause in its entirety and substitute with:

#### “F.3.11.5 Functionality

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

### Clause F.3.11.9 Scoring Quality

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

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

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

Clause number	Tender Data
	<b>F.1.1 Actions</b>
F.1.1	The Employer is <b>Umgeni -Uthukela</b>
	<b>F.1.2 Tender Documents</b>
F.1.2	The Tender Documents issued by the Employer comprise the following documents: <b>VOLUME 1 – Tendering Procedures and Returnable Documents</b> <b>Part T1: Tendering procedures</b> <b>Part T2: Returnable documents</b>
	<b>F.1.4 Communication and Employer’s agent</b>
F.1.4	The Employer’s agent is :  <b><u>Tender Queries</u></b>  Name: Nosipho Mkhize   Address: 310 Burger Street, Pietermaritzburg ,3200   Tel: 033 341 1062

T1.4.

	E-mail: <a href="mailto:nosipho.mkhize@umgeni.co.za">nosipho.mkhize@umgeni.co.za</a>
	<b>F.1.5 The Employer's right to accept or reject any tender offer</b>
F.1.5.2	The minimum period will be 3 months
	<b>F.2.1 Eligibility</b>
F.2.1	<p>Umgeni -Uthukela will only consider submissions from tenderers who satisfy the following criteria:</p> <ul style="list-style-type: none"> <li>a) the Tenderer has completed and signed the Bidders disclosure form.</li> <li>b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni - Uthukela's BBBEE policy initiative.</li> <li>c) Environmental Assessment Practitioner – will be required to hold a minimum qualification of an Honours Degree in Natural Science or Environmental Science or Environmental Engineering or Agricultural Engineering and hold an EAPASA Registration.</li> <li>d) Environmental Control Officer – will be required to hold a minimum qualification of an Honours Degree in Social Science or Natural Sciences or Environmental Sciences or Environmental Engineering or Agricultural Engineering, BA Honours in Environmental Management, or equivalent Environmental Management Studies. The independent ECO will be required to have undertaken environmental auditor training or ECO training.</li> <li>e) Rehabilitation Specialists - will be required to hold a minimum qualification of an Honours degree in Science with Aquatic/Wetland/Biodiversity/Ecology or natural science as majors. Hold a Professional registration with the South African Council for Natural Scientific Professions (SACNASP).</li> </ul>
	<b>F.2.7 Clarification meeting</b>
F.2.7	<p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p>
	<b>F.2.12 Alternative tender offers</b>
F.2.12	No alternative tender offers shall be considered.
	<b>F.2.13 Submitting a tender offer</b>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of tender offers are stated in <b>T1.1 Tender Notice and Invitation to Tender.</b></p> <p><b>Identification details</b> The identification details which must be stated in the tender offer outer package are:</p> <p><b>Tender Number</b> <b>Title of Tender</b> <b>Closing Date</b> <b>Closing Time</b> <b>Tenderer's Name</b></p>

T1.5.

	<p><b>Tenderer's Address</b></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		
	<b>F.2.15 Closing time</b>		
F.2.15	The closing time for submission of tender offers is as stated in <b>T.1.1 Tender Notice and Invitation to Tender.</b>		
	<b>F.2.16 Tender offer validity</b>		
F.2.16.1	The tender offer validity period is <b>(120) days from the closing date.</b>		
	<b>F.2.20 Submit securities, bonds, policies, etc.</b>		
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.		
	<b>F.2.23 Certificates</b>		
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services.</li> <li>2) Central Supplier Database (CSD) Report</li> <li>3) Proof of good standing in terms of the COID Act</li> <li>4) Certificate of Independent Bid Determination</li> <li>5) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME</li> <li>6) Company Registration Certificate</li> <li>7) Registration Certificates of Professional bodies</li> </ol>		
	<b>F.3.4 Opening of tender submissions</b>		
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in <b>T1.1 Tender Notice and Invitation to Tender.</b>		
	<b>F3.8 Test for responsiveness</b>		
F.3.8	The minimum qualifying Functionality Evaluation Score shall be <b>( 70 ) (seventy) points</b>		
	<b>F.3.11 Evaluation of tender offers</b>		
F.3.11.3 F.3.11.7 F.3.11.8	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference) in accordance with F.3.11.3 using formula 2 in F.3.11.7		
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> <table> <thead> <tr> <th>Returnable Schedule</th><th>Weighting %</th></tr> </thead> </table>	Returnable Schedule	Weighting %
Returnable Schedule	Weighting %		

T1.6.

	<p>T2.2.08 Tenderer's Experience 10</p> <p>T2.2.10 Experience of Key Personnel 80</p> <p>T2.2.11 Proposed Organisation &amp; Staffing 10</p> <p><b><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></b></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>
	<b>F.3.17 Provide copies of the contracts</b>
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1).
	<b>F3.18 Provide written reasons for actions taken</b>
F3.19	<p>Persons aggrieved by decisions or actions taken by Umgeni -Uthukela, may lodge an appeal within 7 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: <a href="mailto:appeals@umgeni.co.za">appeals@umgeni.co.za</a></p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>Umgeni -Uthukela's Standard Conditions of Tender and Conditions of Contract are available on Umgeni -Uthukela's website <a href="http://www.umgeni.co.za/sustainable_development/sud.asp">www.umgeni.co.za/sustainable_development/sud.asp</a></p> <p><b>Umgeni -Uthukela reserves the right to award the Contract in whole or in part.</b></p>



T1.1.

**T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES**

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

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

## **T2.2.1 AUTHORITY FOR SIGNATORY**

*Fill in the relevant portion applicable to the type of organization*

### **A. COMPANIES**

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

#### **AUTHORITY BY BOARD OF DIRECTORS**

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

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

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** .....

T1.3.

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

FOR INFORMATION USE ONLY

T1.4.

**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
---------------	---------------	---------------

T1.5.

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

(Name of Joint Venture) .....

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

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

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

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

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

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

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

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

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

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

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

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

## 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 on .....20.....

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

(Name of Consortium) .....

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

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



## T2.2.2 DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

T1.10.

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

T1.11.

**3 Full details of directors / trustees / members / shareholders**

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

**4 DECLARATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

T1.13.

---

**CERTIFICATION**

I, THE UNDERSIGNED

(FULL NAME) .....

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

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#### **T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS**

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

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

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

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

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

**CERTIFICATE OF ATTENDANCE**

TENDER No. [ ]

This is to certify that

(Tenderer) .....

of (address) .....

.....

.....

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

(location).....

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

starting at (time) .....

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

**Particulars of person(s) attending the meeting:**

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

Capacity: .....

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

Capacity: .....

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

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

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



## **T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive tenders, limited tenders and proposals.

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

## T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....  
(Tender Number and Description)

in response to the invitation for the tender made by:

.....  
(Name of Institution)

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

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

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

T1.19.

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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

## T2.2.7 CONTRACT PARTICIPATION GOALS

### Objective

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

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

### Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

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

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

### Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umgeni -Uthukela 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:

T1.21.

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

#### Invoicing and Payment

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

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

#### Monitoring and Reporting on CPG

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

#### Eligibility Criteria

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

#### DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

**UMGENI -UTHUKELA**

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

T1.23.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

---

**T2.2.8 TENDERER'S EXPERIENCE [ 10 ]**

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 T2.2.8 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.

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T1.25.

Scoring of the Tenderer's Company experience will be as follows: 10

**Company Experience:**

	Description	Score (Maximum)	Weight
EAP	<b>Experience of EAP</b> in projects requiring <b>Environmental Impact Assessments/Basic Assessments</b> , <ul style="list-style-type: none"> <li>1 project – 10 points</li> <li>2 projects – 20 points,</li> <li>3 projects – 30 points,</li> <li>4 projects – 40 points,</li> <li>5 projects – 50 points.</li> </ul>	50	10
ECO	<b>Experience of ECO:</b> <ul style="list-style-type: none"> <li>1 project – 10 points</li> <li>2 projects – 20 points,</li> <li>3 projects – 30 points,</li> <li>4 projects – 40 points,</li> <li>5 projects – 50 points.</li> </ul>	50	
Rehabilitation Specialist	<b>Experience of Rehabilitation Specialist:</b> <ul style="list-style-type: none"> <li>1 project – 10 points</li> <li>2 projects – 20 points,</li> <li>3 projects – 30 points,</li> <li>4 projects – 40 points,</li> <li>5 projects – 50 points.</li> </ul>	50	

**T2.2.8 TENDERER'S EXPERIENCE (Continued)**

Tenderers experience as EAP

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP/ECO/ Rehab Specialist	Value of appointment (Rands)	EA number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Tenderers Experience as ECO**

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP/ECO/ Rehab Specialist	Value of appointment (Rands)	EA number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Tenderers Experience as Rehab Specialist**

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP/ECO/ Rehab Specialist	Value of appointment (Rands)	EA number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**T2.2.9 KEY PERSONNEL ASSIGNED TO THE WORK | 10 |**

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.	Environmental Assessment Practitioner	
2.	Environmental Control Officer	
3.	Rehabilitation Specialist	

## **T2.2.10 EXPERIENCE OF KEY PERSONNEL | 80 |**

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.9.

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) Environmental Assessment Practitioner – will be required to hold a minimum qualification of an Honours Degree in Natural Science or Environmental Science or Environmental Engineering or Agricultural Engineering and hold an EAPASA Registration.
- b) Environmental Control Officer – will be required to hold a minimum qualification of an Honours Degree in Social Science or Natural Sciences or Environmental Sciences or Environmental Engineering or Agricultural Engineering, BA Honours in Environmental Management, or equivalent Environmental Management Studies. The independent ECO will be required to have undertaken environmental auditor training or ECO training.
- c) Rehabilitation Specialists - will be required to hold a minimum qualification of an Honours degree in Science with Aquatic/Wetland/Biodiversity/Ecology or natural science as majors. Hold a Professional registration with the South African Council for Natural Scientific Professions (SACNASP).

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

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

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

**Each CV should be structured under the following headings:**

1. Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in Company
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that have a bearing on the scope of work for this tender **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: | 80 |

**Key Personnel Experience:**

	Score	Score	Weight
EAP	<p><b>Experience of EAP</b> in projects requiring <b><u>Environmental Impact Assessments/Basic Assessments</u></b>,</p> <ul style="list-style-type: none"> <li>• 5 projects – 50 points,</li> <li>• 6 projects – 60 points,</li> <li>• 7 projects – 70 points,</li> </ul> <p>10 additional points for each additional project undertaken to a max of 100 points.</p>	100	80%
ECO	<p><b>Experience of ECO during construction and rehabilitation phases of the project:</b></p> <ul style="list-style-type: none"> <li>• 5 projects – 50 points,</li> <li>• 6 projects – 60 points,</li> <li>• 7 projects – 70 points,</li> </ul> <p>10 additional points for each additional project undertaken to a max of 100 points.</p>	100	
Rehab Specialist	<p>Experience of Rehabilitation Specialist undertaking rehabilitation for construction projects:</p> <ul style="list-style-type: none"> <li>• 5 projects – 50 points,</li> <li>• 6 projects – 60 points,</li> <li>• 7 projects – 70 points,</li> </ul> <p>10 additional points for each additional project undertaken to a max of 100 points.</p>	100	

**Each Key Personnel will need to have completed at least five projects in the relevant area**

**T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)**

**INSERT KEY PERSONNEL CVs HERE**

Key Personel	Name and Surname	Highest Qualification obtained	Professional Registration (include registration numbers)	Total number of projects/assessments completed as the Key Personel
EAP –Environmental Impact Assessments/Basic Assessment				
ECO				
Rehab Specialist				

**Attached proof of qualifications and Professional Registrations**



T2.1.

**Ke Personnel: EAP** experience in projects requiring **Environmental Impact Assessments/Basic Assessment**.

No	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP	Value appointment (Rands)	of	EA Number	Start and End Dates
1										
2										
3										
4										
5										
6										
7										
8										

**Evidence:** Submit a sworn affidavit for projects list.

T2.2.

**Key Personnel: ECO** experience in projects requiring **compliance monitoring**.

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of ECO	Value appointment (Rands)	WUL Number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									

**Evidence:** Evidence: Submit a sworn affidavit for projects list.

**Key Personnel: Biodiversity/Ecology Assessments** in projects. Insert CV and Professional Registration

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of Rehabilitation Specialist	Value appointment (Rands)	EA Number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									

**Evidence:** Evidence: Submit a sworn affidavit for projects list.

**T2.2.11 PROPOSED ORGANIZATION AND STAFFING [ 10 ]**

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:

**Organisational Staffing Score:**

	Score	Score	Weight
EAP plus additional staffing	<b>Vendor</b> in projects requiring <b>Environmental Impact Assessments/Basic Assessments</b> , <ul style="list-style-type: none"><li>• 1 Key Personnel – 10 points,</li><li>• 2 Key Personnel – 20 points,</li><li>• 3 Key Personnel – 30 points,</li><li>• 4 Key Personnel – 40 points,</li><li>• 5 Key Personnel – 50 points,</li></ul> 10 additional points for each additional Key personnel in organization to a max of 100 point.	100	10%

**T2.2.11 PROPOSED ORGANIZATION AND STAFFING (Continued)****INSERT HERE**

No.	Key Personnel	Number	Name and Surname	Highest qualification	Professional Registration Number
1	Environmental Assessment Practitioner (independent) and specialists				
2	Environmental Control Officer				
3	Rehabilitation Specialist				
4	Terrestrial Biodiversity Impact Assessment Specialist				
5	Aquatic Biodiversity Impact Assessment Specialist				
6	Wetland Assessment Study Specialist				
7	Heritage Specialist				
8	Socio economic Specialist				
8	Other				

**Attached proof of qualifications and Professional Registrations**

**T2.2.12 METHOD STATEMENT | N/A |**

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

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

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

The scoring of the approach paper will be as follows:

Technical approach and methodology	
<b>No submission (score 0)</b>	No Method Statement submitted
<b>Poor (score 40)</b>	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.
<b>Satisfactory (score 70)</b>	The approach is tailored to address the project objectives and methodology. The quality plan and management of risk in the project plan is generic.
<b>Good (score 90)</b>	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.
<b>Very good (score 100)</b>	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.

INSERT HERE

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## T2.2.13 PRELIMINARY PROGRAMME | N/A

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

INSERT HERE

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#### T2.2.14 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

**INSERT HERE**

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## T2.2.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

### (a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

### (b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

### (c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

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## T2.2.16 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....  
Date

**T2.2.17 VAT REGISTRATION CERTIFICATE**

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

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## T2.2.18 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

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

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

Tenderer.....

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

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

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

## 1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated R50 000 000 (all applicable taxes included) and therefore the 80/20 90/10 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80 / 90</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20 / 10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- 2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.



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

#### 4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

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

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

## 6. TENDER DECLARATION

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

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

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

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

## 8. SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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

- ii. the name of the sub-Supplier? .....
- iii. the B-BBEE status level of the sub-Supplier? .....
- iv. whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization: .....

9.2 VAT registration number: .....

9.3 Company Registration number: .....

### 9.4 TYPE OF COMPANY/ FIRM

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

### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 9.6 COMPANY CLASSIFICATION

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

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

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

- (i) The information furnished is true and correct
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the Employer that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Employer may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

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

DATE: .....

ADDRESS: .....

.....

.....

**WITNESSES:**

1. ....

2. ....

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

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

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

**INSERT HERE**

FOR INFORMATION USE ONLY

## T2.2.22 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

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

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

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



## T2.2.23 TENDERER'S HEALTH AND SAFETY DECLARATION

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

The Regulations impose duties on the Designer with regard to the design of both permanent and temporary works contemplated in terms of the Scope of Work outlined in C3. To that effect a person duly authorized by the Tenderer shall complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the Construction Regulations, 2014 contained in Government Notice No. R 84.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to carry out the design work contemplated under this contract with due regard to the "Duties of Designer" outlined in Regulation 6 and to achieve compliance with the Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to comply with the requirements of the Regulations as they apply to the Designer and also as they apply to any other duties that, by agreement, may be delegated to me by the Employer. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to comply with these requirements.
4. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Pricing Schedule (C2) to cover the cost of all resources, actions, training and all health and safety measures envisaged for the designer in the Regulations.
5. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the Contract Data (C1.2 Clause 3.12) for failure on my part to comply with the provisions of the Act and the Regulations.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Regulations, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....

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

## T2.2.24 PRO FORMA OHS NOTIFICATION

### NOT APPLICABLE TO THIS TENDER

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

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

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: .....

**T2.2.25 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

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## T2.2.26 REGISTRATION CERTIFICATES

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

FOR INFORMATION USE ONLY

## T2.2.27 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY

## SCOPE OF WORK

### 1. Employer's objectives

To create a Panel of Environmental Consultants (within a Framework) that will provide environmental services for Umgeni -Uthukela Infrastructure projects for a period of 3 years.

### 2. Description of the services

In alignment with NEMA requirements, a Panel of Environmental Consultants will be required to provide environmental services during the various phases of infrastructure projects to ensure that Umgeni -Uthukela obtains the necessary environmental approvals, permits, licences as well as meet the compliance monitoring requirements.

### 3. Extent of the services

To ensure compliance with the environmental legislation, a panel of environmental consultants will provide the Key Personnel that will undertake the necessary assessments, applications for environmental approvals and well a rehabilitation and compliance monitoring during the appropriate stages of the infrastructure project. These key personnel include Independent Environmental Assessment Practitioners (EAP), Specialists, as well as Independent Environmental Control Officers (ECO). These Services will be provided for a duration of 3 years and handled on a project bases where the panel will provide quotations for each project based on the relevant BoQ.

### 4. Use of reasonable skill and care

Project Specific.

### 5. Co-operation with other services providers

Project Specific.

### 6. Brief

The environmental services required will include environmental consultants that can undertake EAP/ECO/Rehabilitation as well as specialist's studies. The table below details these services:

	Environmental Service / key Personnel	Key Deliverables
1	Environmental Assessment Practitioner (independent) and specialists	Environmental Authorisation, Permits, Licences including Water Use Licences (WUL)
2	Environmental Control Officer	Environmental audits conducted and Environmental Compliance Reports submitted to the Authorities
3	Rehabilitation Specialist	Rehabilitation of project area undertaken following construction

The environmental service provider will for each activity/deliverable, align with the National Environmental Management Act as well as other related environmental legislation.

### 1. EAP - The major activities to be carried out within each work component, deliverables to be provided within each work component

Work Components to be undertaken	Major Activities	Key Deliverables
<b>Authority liaison and NEMA/legislation process alignment</b>	Meetings held and minutes taken. Authority forms filled and compiled (Pre-application, application, post application consultation, post EA consultation etc.).	Minutes of meetings. Application forms filled and compiled. Authority acknowledgement of form submitted.
<b>Environmental Screening</b>	Environmental Screening undertaken using the Authority's tool. Establish what	Environmental Screening Report Approval letter from the Authority

<b>Work Components to be undertaken</b>	<b>Major Activities</b>	<b>Key Deliverables</b>
	specialist studies are required to be undertaken as part of BAR or EIR.	
<b>Specialist studies</b>	Conduct all necessary specialist studies and processes required (this must include a risk assessment matrix). Application for permits/licences. Prepare maps with location of "sensitive issue".	Peer reviewed specialist reports compiled and updated.  Permits/licences application form completed and permits/licences obtained.  Maps and Shape files submitted.
<b>Public participation</b>	Landowner title deed search and database establishment. Preparation of the Background information document. Landowner consultation/consent forms signed. Notice provided to all potential I&APs (Fixing notice boards, giving written notice to occupiers of the affected land parcels, placing advertisements, using reasonable alternative methods, local radio stations in a local language) Public meetings / open days. Comments and response register. Consultation with regulatory authorities. Consultation with affected service providers. Risk assessment for Public participation Advertising and distribution of the Draft and Final EIR for comment. Environmental Authorisation advertised and distributed to all IAPs and appeals managed.	Public Participation report compiled (to include records of all activities undertaken, notices, minutes, newspaper advertisements, comments and response register, database of I&APs, landowner consent, etc.)
<b>EMP</b>	Develop Environmental management plan, programme for the construction phase, maintenance phase as well as Operational phases	EMPs prepared and approved by DEA
<b>Rehabilitation Plan</b>	Develop a rehabilitation plan and prepare a BoQ	Rehabilitation plan & BoQ compiled and approved.
<b>EIR/BAR</b>	Prepare draft BAR/ (Scoping & EIR etc. and obtain comments from I&APs). Finalise BAR/ scoping & EIR) etc. and submit to authority. The EIR/BAR will include a risk assessment for all specialist studies.	Scoping Report. Risk Based EIR/BAR updated with comments from all I&APs, stakeholders and authorities  BAR/EIR etc. finalised.
<b>Permits and licences</b>	Undertaken risk-based environmental assessments and submit permit/licence applications to the relevant authorities.	Obtain permits and licences including WUL
<b>Environmental Authorisation</b>	Advertise the Environmental Authorisation and manage appeals.	Original environmental authorization obtained for the client. Advertisements. Appeal decision/s obtained.
<b>Management and Mentorship of CPG Partner</b>		
<b>Project Management/ mentorship of CPG partner</b>	Mentorship activities discussed and agreed. Monthly Meetings. Admin and invoicing.	Mentorship Plan.  Progress meeting Minutes. Invoices with supporting documents submitted, with proof of payment of CPG partner and subcontractors.



<b>Work Components to be undertaken</b>	<b>Major Activities</b>	<b>Key Deliverables</b>
	<i>Activities as agreed with CPG partner</i>	<i>All deliverables from CPG partner reviewed with track changes for quality management.</i>

**2. ECO - The major activities to be carried out within each work component, deliverables to be provided within each work component**

<b>Work Component</b>	<b>Major Activities</b>	<b>Deliverables</b>
<i>Permits/licences</i>	<i>Apply for applicable permits and licenses for protected trees and sensitive areas. Apply for permits that have expired.</i>	<i>Approved Permits/Licences</i>
<i>Auditing</i>	<i>Conduct environmental audits on monthly basis</i>	<i>Compliance Audit reports to the Authority, DEA, DWS, UW and project team. Waybills showing proof of reports sent to the Authorities.</i>
<i>Analysis/Assessments</i>	<i>Take soil samples before and after construction. Adhoc Assessments undertaken</i>	<i>Report of results of Soil sample analysis assessed with recommendations. Report on adhoc assessments with recommendations.</i>
<i>Awareness</i>	<i>Conduct environmental awareness</i>	<i>Toolbox talk awareness registers, other environmental awareness registers.</i>
<i>Methods statements</i>	<i>Request and review method statements prepared by contractor or project team.</i>	<i>Proof of methods statements reviewed and consent letters.</i>
<i>Project Management/mentorship of CPG partner</i>	<i>Mentorship Plan Monthly Meetings</i>	<i>All deliverables from CPG partner reviewed with track changes for quality management.</i>

**3. Rehabilitation Specialist- The major activities to be carried out within each work component, deliverables to be provided within each work component**

<b>Work Component</b>	<b>Major Activities</b>	<b>Deliverables</b>
<i>Site preparation</i>	<ul style="list-style-type: none"> <li><i>Site Assessment</i></li> <li><i>Soil testing</i></li> <li><i>Alien plants removal</i></li> <li><i>Scarifying of top soil</i></li> <li><i>Herbicide</i></li> <li><i>Compost</i></li> <li><i>Levelling of top soil in the affected area to the depth</i></li> <li><i>Removal of rubble material and any foreign material from site and camp site</i></li> </ul>	<i>Site prepared before rehabilitation</i>
<i>De-Establishment of Site camp and access roads</i>	<ul style="list-style-type: none"> <li><i>Reinstating of soil and levelling</i></li> <li><i>Reinstating of slope embankment</i></li> <li><i>Spreading of top soil, scarifying and seeding</i></li> <li><i>Re-establishment of access roads. (The specialist will work closely with the farms on how to re instate the access roads)</i></li> </ul>	<i>Site camp and access roads de-established and prepared or rehabilitation</i>
<i>Erosion Control</i>	<ul style="list-style-type: none"> <li><i>Supply and install Bio jute</i></li> <li><i>Preparation of Berms for Erosion Control</i></li> <li><i>Storm water management intervention</i></li> </ul>	<i>Soil erosion control established</i>

<b>Work Component</b>	<b>Major Activities</b>	<b>Deliverables</b>
Rescue and relocation of plants	<ul style="list-style-type: none"> <li>• Gabions ( where necessary)</li> <li>• Assessment plants that needs to be relocated</li> <li>• Relocation and distribution of plants</li> <li>• Watering and maintenance of rescued plants</li> <li>• Re - instatement of Wetlands</li> <li>• Re - instatement of river banks</li> <li>• Flow monitoring up and downstream of 2 stream crossings undertaken fortnightly for three months</li> </ul>	Plants rescued and relocated
Re-instatement of water courses	<ul style="list-style-type: none"> <li>• Assessment plants that needs to be relocated</li> <li>• Relocation and distribution of plants</li> <li>• Watering and maintenance of rescued plants</li> <li>• Re - instatement of Wetlands</li> <li>• Re - instatement of river banks</li> <li>• Flow monitoring up and downstream of 2 stream crossings undertaken fortnightly for three months</li> </ul>	Affected water courses re-instated
Ground cover	<ul style="list-style-type: none"> <li>• Hydro-seeding</li> <li>• Hand broadcasting</li> <li>• Reinforcement /support material to be installed to avoid further soil erosion (biodegradable erosion control mat woven in an open mesh structure from 100% bio -jute, in accordance with the Rehabilitation Plan)</li> <li>•</li> </ul>	80 to 10 percent ground cover for all areas rehabilitated.
Maintenance	<ul style="list-style-type: none"> <li>• Watering for 3 months (rehabilitation and maintenance period)</li> <li>• Removal of alien invasive plants (Cutting, hand pulling and once off spray)</li> <li>• Re- grassing and additional compost where necessary</li> <li>• Continuous removal of alien plants</li> </ul>	<ul style="list-style-type: none"> <li>• Alien weeds removed.</li> <li>• 80 to 100 percent ground cover for all areas rehabilitated.</li> </ul>
Management and Mentor ship of CPG partner	<ul style="list-style-type: none"> <li>• Guidance provided to CPG Partner. Work undertaken by the CPG partner must be checked and corrected where necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Alien weeds removed</li> <li>• 80 to 100 percent ground cover for all areas rehabilitated.</li> </ul>

### SPECIALIST STUDIES

As per NEMA requirements, the specialist studies must be aligned with all environmental legislation to include, but not be limited to:

- Details of specialist and declaration of independence;
- Scope and purpose of report;
- Date and season of investigation;
- Methodology adopted in preparing the report or carrying out the specialized process;
- Specific identified sensitivity of the site related to the activity;
- Areas to be avoided and buffer areas;
- Maps indicating location of environmental sensitive areas and buffer areas.

- Tables with location of sensitive areas and co-ordinates and other relevant project information (Pi numbers, land parcel info, etc.);
- Description of assumptions made and uncertainties or gaps in knowledge;
- Description of the findings and potential implications of such findings; Mitigation measures for inclusion in the EMPr;
- Any conditions for inclusion in the environmental authorisation; Any monitoring requirements for inclusion in the EMPr or environmental authorisation;
- A reasoned opinion as to whether the proposed activity or portions thereof should be authorised;
- Description of any consultation process that was undertaken during the course of preparing the specialist report (summary & copies of comments);
- Any other information requested by the CA.
- Risk Assessment Matrix.
- Rehabilitation and BoQ are directly related to terrestrial and aquatic biodiversity and should preferably be undertaken by one of the specialists that did a specialist assessment on this project.

## TIME FRAMES

The vendors will be kept on the UW framework tender database and will be required to provide services to UW for a period of 3 years. During this period the vendors will be required to provide quotations to provide the environmental services required.

## QUALIFICATIONS AND SKILL REQUIRED

The EAP and Specialists are required to hold the necessary qualifications, skills and expertise as stated in NEMA the National Water Act:

The EAP will be required to:

- Hold a minimum qualification of an Honours Degree in Natural Science, Environmental Science, Environmental Engineering or Agricultural Engineering and hold an EAPASA Registration.
- Have completed at least three BARs/EIRs and obtained a positive Environmental Authorisation.

Each Specialist will be required to:

- hold a minimum of an Honours Degree in the relevant field;
- hold a SACNASP Registration.
- Have completed at least 3 projects in their field of expertise.

A Heritage Specialist

- will be required to hold: a minimum qualification of an Honours Degree; and must be able to undertake archaeological and paleontological assessments.
- Proof of AMAFA/SAHARA registration as an Archaeologist and Palaeontologist must be provided.
- Have completed at least three projects in the field.

Specialists undertaking any Peer Review will be required to:

- hold a minimum of an Honours Degree in the relevant field;
- hold a SACNASP Registration.
- Have completed at least 3 projects in their field of expertise.

The Independent Environmental Control Office will be required to have:

- An Honours Degree in Social Science/ Natural Sciences/ Environmental Sciences/ Environmental Engineering or Agricultural Engineering, BA Environmental Management, or equivalent Environmental Management Studies.
- The independent ECO will be required to have undertaken environmental auditor training or ECO training. Relevant proof must be supplied.
- Further skills that will be advantageous:
  - The successful ECO will have the following competencies
  - Proven experience in auditing of construction projects. a minimum of 3 years working experience as an ECO on construction project of a similar nature
  - Working knowledge in ecology/ biodiversity, with the ability to identify vegetation species
  - Knowledge of alien vegetation control requirements.
  - Knowledge of Wetland protection, management and reinstatement requirements.
  - Good communication skills both verbal and written.

- Experience with liaison with Authority (DEA/DEAT/DWS/DMR)

Rehabilitation Specialist: will be required to have the following qualifications:

- An Honours degree in Science with Aquatic/Wetland/Biodiversity/Ecology or natural science as majors.
- Registration with the South African Council for Natural Scientific Professions.
- Provide proof that at least three projects were completed where rehabilitation was undertaken as part of construction projects.

#### FOR EVALUATION

The PSP will be required to submit, at its own cost, a proposal in which it will show its ability to perform the tasks and activities within the stipulated period. The proposal including, inter alia, a method statement, work programme schedule as well as a detailed schedule of resources and costs. This should be concise and clear.

The proposal shall include the following:

- Copy/Proof of relevant qualification from the University for each Key Personnel;
- Proof of Professional Registration;
- Table of projects completed in the relevant field;
- CVs.

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