

**You are hereby invited to submit a Quotation for the following requirements of
UMGENI WATER**

Advert Date:	24 October 2022		
RFQ Ref Number:	Q23/203/NM		
Description Of Goods:	Appointment of a Service Provider to assist stakeholders develop a detailed costing of the EI rehabilitation and compliance, monitoring, and enforcement (CME) component of the Pongola-Mthamvuna proto-CMS to better calculate costs of EI protection, rehabilitation and maintenance and compliance management.		
Closing Date:	18 November 2022		Closing Time: 12H00
Compulsory Briefing / Clarification meeting:	A compulsory clarification meeting with the representatives of Umgeni Water will take place on 08 November 2022 at 11:00 via Microsoft Teams		
Documents Are Obtainable From:	Via email		
SCM Procedure Enquiries may be directed to:	Nosipho Mkhize Tel No. 033 341 1034 Email Address: nosipho.mkhize@umgeni.co.za		
Submissions:	Quotations are to be deposited in the Tender Box located outside the main entrance at Umgeni Water, 310 Burger Street, Pietermaritzburg, 3200. NB: use Q23/204/NM as email subject		
Technical Enquiries: (PM – Details)	Contact Person : Nombuso Gongo Email : nombuso.gongo@umgeni.co.za Tel : 033 341 1292		
Contents			
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This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

Tip-Offs Anonymous Hotline:

Report unethical conduct at Umgeni Water on:

Toll Free Number: 0800 864 463

Email: umgeniwater@whistleblowing.co.za

Toll Free Fax: 0800 212 689


Postal: Freepost KZN665, Musgrave, 4062

SMS: 33490

Online: www.whistleblowing.co.za

Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.

This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	Q23/203/NM	

2. Information about the Quotation

Name of tenderer	
Registration number	
VAT registration number	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
Umgeni Water Vendor No.	
CSD Supplier number	
CSD Unique Registration Reference Number	
Contact person's name	

I certify that the information furnished on this form is true and correct. I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

3. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. Suppliers must complete the attached **BIDDER'S DISCLOSURE**. Failure to complete these documents may result in the quotation being invalidated.
7. Quotations must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated.
8. The official Umgeni Water quotation form must be used to tender the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
9. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
10. This document may contain confidential information that is the property of Umgeni Water.
11. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Umgeni Water and the Tenderer.
12. All Copyright and Intellectual Property herein vests with Umgeni Water and its Tenderer.
13. Quotations must be submitted by email scmquotes@umgeni.co.za or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
14. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ.
15. Late and incomplete submissions will not be accepted.
16. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. No services must be rendered or goods delivered before an official Umgeni Water Purchase Order form has been received.

The Tenderer accepts the above terms, conditions, and Umgeni Water's Standard Conditions of Tender*.	Accept	Do not accept

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.

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

CONDITIONS OF QUOTE

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Umgeni Water on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by Umgeni Water during the validity period indicated and calculated from the closing time of the quote;
 - (b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, Umgeni Water's Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we am fully acquainted;
 - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so. Umgeni Water may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between Umgeni Water and I/us. I/we will then pay to Umgeni Water any additional expenses incurred for having either to accept any less favourable quote or, if fresh quote have to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes. Umgeni Water shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss Umgeni Water may sustain by reason of my default;
 - (d) if my quote is accepted, the acceptance may be communicated to me by electronic mail, to the email address supplied in my quotation document;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quote and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quote: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the Umgeni Water, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then Umgeni Water, in addition to any remedies it may have, may: -
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by Umgeni Water as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which Umgeni Water may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS _____ DAY OF _____ 20____ AT _____

**SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS)

POSTAL ADDRESS

POSTAL CODE

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:

5.1 BACKGROUND

The South African National Biodiversity Institute (SANBI) is currently implementing the five-year Global Environmental (GEF) funded Ecological Infrastructure for Water Security (EI4WS) Project, in partnership with the Department of Environment, Forestry and Fisheries and the Development Bank of Southern Africa. The project aims to develop policy and capacity incentives for mainstreaming biodiversity and ecosystems values into national, regional, and local development policy and finance and is working in two demonstration water catchments. One of these demonstration catchments is the Greater uMngeni catchment. SANBI has entered into a collaboration agreement with Umgeni Water (UW) to implement some of the work of the project in the Greater uMngeni catchment.

The Department of Water and Sanitation is in the process to finalise the Proto-Catchment Management Strategy (CMS) for the Pongola to UMzimkhulu Water Management Area. Following the finalization of the strategy will be the development of an implementation plan that will enable the implementation of the strategy. Key to the effective implementation of the proposed catchment management strategy is understanding the full cost of implementation of ecological infrastructure protection, rehabilitation, and maintenance, and hence the need to appoint a competent service provider to undertake a study to develop a detailed costing for the implementation of the Pongola-Mzimkhulu Proto-CMS, compliance monitoring and enforcement.

5.2 PURPOSE OF THE APPOINTMENT

This document's purpose is to appoint a competent professional service provider (PSP) to assist stakeholders to develop a detailed costing of the following:

- The implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto Catchment Management Strategy (CMS) and,
- Compliance, monitoring and enforcement (CME) associated with the CMS implementation.

5.3. DURATION OF THE PROJECT

The PSP will be required to conclude this project within a period of 12 months. There will be no extensions granted to this 12 months period.

5.4. PROJECT OUTCOMES

The PSP will be required to demonstrate innovative and creative ways to execute the project scope (while building on existing information); develop the capacity of Umgeni Water (UW) and South African National Biodiversity Institute (SANBI) allocated resources to the project; encourage and promote learning and building strategic relationships. The scope of work of the project is outlined below.

5.5. PROJECT SCOPE

The appointed service provider will be responsible for the execution of the following scope of work:

- A review of existing knowledge (including existing Catchment Management Strategies for other WMAs, document review, extensive stakeholder engagement, data sourcing and spatial analysis).
- Convene and facilitate stakeholder workshops to assist stakeholders to develop a costing for the implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and associated CME.
- Identify key activities from the Pongola-Mzimkhulu Proto-CMS to inform the development of the costing of the implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and CME interventions. Convene and facilitate stakeholder workshops to assist stakeholders to identify and select an appropriate costing methodology. Data availability will be a constraint to the accurate costing of the functions. Where data is not available, the PSP should propose other methods for arriving at a costing.
- Undertake a costing for the implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and CME using the selected costing methodology.
- Package the costing in an appropriate way to inform the annual calculation of the Water Resource Management Charge for the Pongola-Mzimkhulu WMA.

This project will tap into the existing knowledge base and feeds into other components of the ecological infrastructure for water security projects. Hence the PSP is required to be cognisant of the work taking place in other areas of the EI4WS Project.

5.5. DELIVERABLES

The following deliverables are expected as part of the services that the appointed service provider will provide.

- An inception report which includes a detailed work plan indicating the phases of work, timing, key deliverables, milestones, and the budget breakdown.
- A framework for the development of the costing for the implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and associated CME.
- Stakeholder engagement workshops

- Capacity building of UW and SANBI personnel by involving them in the project activities.
- A review of existing knowledge (including document review, extensive role-player / key informant consultation, data sourcing and spatial analysis).
- The identified key activities from the draft Proto-CMS to inform the development of the costing of the implementation of ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and CME interventions.
- The selected costing methodology.
- A draft final report consisting of but not limited to:
 - A review of existing knowledge (including document review, extensive stakeholder engagement data sourcing and spatial analysis).
 - The identified key activities from the draft Proto-CMS to inform the development of the costing of the implementation of Proto-CMS and CME interventions.
 - The selected costing methodology.
 - A report detailing the costing for the ecological infrastructure protection, rehabilitation and maintenance in the Proto-CMS and CME using the selected costing methodology.
 - Recommendations for calculation of the Water Resource Management Charge arising from this project
 - An explanation of how skills have been imparted/transferred to project staff from Umgeni Water and SANBI
 - Process infograph for the steps that were followed to develop the costing for the implementation of a Proto-CMS and the costing for CME.
- A final Report

5.6. EXPERIENCE AND QUALIFICATION OF THE PSP

The key personnel that will be assigned to undertake the study should have expertise in Natural Sciences and Environmental Economics with 5 years of relevant experience in undertaking catchment management-related activities, particularly the development of management strategies and plans. Furthermore, the key personnel should have proven knowledge and experience working in the Greater uMngeni catchment with Stakeholders.

5.7. SKILLS AND COMPETENCIES REQUIRED

To fulfil the requirements for the development of the costing for the implementation of ecological infrastructure protection, rehabilitation, and maintenance in the Proto-CMS and associated CME for the Greater uMngeni catchment the service provider should have the following demonstrable experience, skills, and competencies:

- Excellent knowledge of policies, legislation and strategies in the water sector, particularly those relating to water resource management and CMA establishment
- Strong financial acumen with a good understanding of financial mechanisms in the natural resource environment.
- Excellent research, creativity and innovative skills.
- An ability to incorporate action learning and information transfer.
- Excellent analytical, conceptual and report writing skills.
- Excellent stakeholder engagement and social process learning skills.
- Knowledge of pricing and economic strategies and/or regulation in the water sector.

5.8. REPORTING REQUIREMENTS

Following confirmation of the selection and appointment of the professional service provider, a kick-off meeting shall be held between the PSP and Umgeni Water and SANBI project team. The purpose of the meeting will be to:

- Confirm the scope of work and any information requirements;
- Obtain additional project background information from Umgeni Water and SANBI; and
- Confirm the project approach, project scope and design, reporting requirements and schedule.

The successful service provider will be required to provide monthly progress and monthly progress meetings will be held between the PSP and the Umgeni Water project team.

5.9. EVALUATION OF PROPOSAL

The potential service provider will be required to submit, at its own cost, a proposal/method statement showing its ability to perform the tasks described in these Terms of Reference. The proposal or method statement should be concise and to the point, including a work programme schedule and a detailed schedule of resources with costs.

Proposals shall include the following:

- CV of proposed key personnel indicating the project manager and project team's relevant qualifications and experience.
- Demonstration of an understanding of the scope of work required.
- Method statement indicating the methodology that will be followed to achieve the specified scope of work of the study.
- Work or preliminary program indicating tasks to be undertaken and the associated time frame for deliverables.
- A clear understanding of what is required as deliverables to this project must be presented.

A cost estimate for all work tasks is required where applicable; travel and disbursements must be incorporated into the budget. Furthermore, administration costs, including project management fees, must also be included in the cost estimate where applicable.

ELIGIBILITY AND EVALUATION CRITERIA

6.1 Evaluation method:

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

- Functionality shall be assessed. A minimum functionality score of 70 (Seventy) points is required for the tender to be considered further.
- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

Stage 1

Eligibility
<p>Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:</p> <p>a) the Tenderer has completed and signed the Bidders disclosure form and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p>

Stage 2

Functionality	
The minimum qualifying Functionality Evaluation Score shall be seventy (70) points.	
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:	
Returnable Schedule	Weighting %
• Tenderer’s Experience	30 points
• Experience of Key Personnel	30 points
• Method Statement	30 points
• Preliminary programme	10 Points

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.

Note: Bidders must achieve a minimum score of 70 points for Stage 2 and of the technical criteria, to be considered for the next level of the evaluation process i.e., Price and BEE.

6.2 FUNCTIONALITY CRITERIA

6.2.1 TENDERER'S EXPERIENCE (30)

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work. The evaluation will consider the experience in relation to the management of programs and projects and the provision of cost consulting services in relation to programs of work as opposed to projects where bills of quantities have been used. Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule.

Company experience (for information use only)

The experience of the Service Provider or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated based on experience in surveying projects in relation to the scope of work. Service Providers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule.

Description of work (service)	Period / Year	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Company (Where the Service was provided)	Contact details

Scoring of the Tenderer's experience will be as follows: 30

DESCRIPTION	MAX POSSIBLE SCORE
<p>Understanding of the UW's requirements:</p> <p>Bidders must indicate their understanding of the scope of work, timelines and output for this project and submit proof of their previous experience by listing projects successfully conducted in similar Government entities, State Owned Enterprises and Private Sector Businesses/organizations. (Submit reference letters as proof of previous experience).</p> <p>Company experience in using cost models or methods to determine the cost of water resource management / ecological infrastructure interventions as part of environmental/ ecological/ catchment or water resources management strategies and plans. (Scoring out of 50 points).</p> <ul style="list-style-type: none"> • 3 years — 10 points • 4 years – 15 points • 5 years – 25 points <p>5 additional points for every year more than 5 years to a maximum of 50 points.</p> <p>Company Experience in undertaking water resources management/catchment management. (Scoring out of 20 points).</p> <ul style="list-style-type: none"> • 3 – 4 years — 5 points • 5 years – 10 points <p>2 additional points for every year more than 5 years to a maximum of 20 points.</p> <p>Company Experience in undertaking stakeholder engagement within the UMngeni Catchment. (Scoring out of 30 points).</p> <ul style="list-style-type: none"> • 3 years – 5 points • 4 years – 10 points • 5 years – 15 points <p>5 additional points for every year more than 5 years to a maximum of 30 points</p>	<p>100</p>

TENDERER'S EXPERIENCE (Continued)

INSERT TENDERER'S EXPERIENCE HERE

FOR INFORMATION USE ONLY

6.2.2 KEY PERSONNEL EXPERIENCE ASSIGNED TO THE WORK

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

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Project Manager with excellent research, creativity and innovative skills, analytical, conceptual and report writing skills	
2.	Environmental Economist with strong financial acumen with a good understanding of financial mechanisms in the natural resource environment and knowledge of pricing and economic strategies and/or regulation in the water sector.	
3.	Natural Scientist with excellent knowledge of policies, legislation and strategies in the water sector, particularly those relating to water resource management and CMA establishment	
4.	Social Scientist with an ability to incorporate action learning and information transfer and stakeholder engagement and social process learning skills	

• EXPERIENCE OF KEY PERSONNEL

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

• Key Person Positions

- A. Project Manager
- B. Environmental Economist
- C. Natural Scientist
- D. Social Scientist

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

- 1) General experience (total duration of activity), level of education and training 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 of each key person of not more than 3 pages should be attached to this schedule. Each CV should be structured under the following headings:

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 enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments/experience that has a bearing on the scope of work

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

<p>The proposed project team should include CV's showing experience in projects of a similar nature. This must include details of the project Leader; backup project Leader and support team proposed for the project and must demonstrate the overall multi-disciplinary capability of the team and internal support structures.</p> <p>Experience of the Project Manager (Scoring out of 20):</p> <ul style="list-style-type: none"> • 3-4 years – 5 points • 5 years – 10 points <p>5 additional points for every year more than 5 years to a maximum of 20 points.</p> <p>Experience of the Environmental Economist in using cost models to determine the cost of catchment / environmental management or ecological infrastructure management interventions for implementation. (Scoring out of 30):</p> <ul style="list-style-type: none"> • 3 years- 5 points • 4 years – 10 years • 5 years – 15 points <p>5 additional points for every year more than 5 years to a maximum of 30 points.</p> <p>Experience of Natural Scientist in undertaking catchment management related stakeholder engagement within the UMngeni catchment (Scoring out of 30 points).</p> <ul style="list-style-type: none"> • 3 years - 5 points • 4 years – 10 years • 5 years – 15 points <p>5 additional points for every year more than 5 years to a maximum of 30 points.</p> <p>Experience of Social Scientist in undertaking stakeholder engagements within the UMngeni catchment (Scoring out of 20 points).</p> <ul style="list-style-type: none"> • 3 - 4 years – 5 points • 5 years – 10 points 	<p>100</p>
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5 additional points for every year more than 5 years to a maximum of 20 points.	
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EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION USE ONLY

PROFESSIONAL REGISTRATION

INSERT PROFESSIONAL REGISTRATION CERTIFICATE HERE (e.g. SACNASP OR SIMILAR)

FOR INFORMATION USE ONLY

6.2.3 METHOD STATEMENT

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 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 Purchaser'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/proposal to this page. The approach paper/proposal should not be longer than 8 pages.

The scoring of the approach paper/proposal will be as follows: | 30 |

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (Score 40)	The technical approach and/or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (Score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, how risk is to be managed is very generic.
Good (Score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (Score 100)	Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, 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.

METHOD STATEMENT (Continued)
INSERT METHOD STATEMENT HERE

FOR INFORMATION USE ONLY

6.2.4 PRELIMINARY PROGRAMME

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 following the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME													
Component / subcomponent	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: | 10 |

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (Score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (Score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date

Good (Score 90)	Programme is considered realistic and includes the main components and sub components and compliance with completion date
Very good (Score 100)	Programme is considered realistic and includes the main components and sub components and linkages and compliance with completion date

PRELIMINARY PROGRAMME (Continued)

INSERT PRELIMINARY PROGRAMME HERE

Pricing Schedule – Bill of Quantities

Item Number	Item Description	Unit of Measure	Quantity	Rate	Amount per Item (<i>excl. VAT</i>)
1.	Assist Stakeholders Develop a detailed costing for the implementation of the ecological infrastructure protection, rehabilitation and maintenance in the Proto-Catchment Management Strategy (CMS).	1	1		R
2.	Assist stakeholders to develop a costing for compliance, monitoring and enforcement (CME) associated with Proto-CMS implementation.	1	1		R

A. Sub-Total for all Items excluding VAT	R
B. VAT @ 15%	R
Total including VAT carried forward to (Offer).	R

3.1 **Price Declaration**

Please indicate your total RFQ price in words below **(compulsory)**:

NB: It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.

The following must be noted:

- All prices must be VAT inclusive and quoted in South African Rand (ZAR).
- All prices must be firm and fixed from the quotation closing date and for the duration of the contract.
- All prices must be supplied according to the costing template; pricing breakdown schedules may be provided as annexures to the quoted if deemed necessary.
- The cost of delivery, labour etc., must be included in the total quoted price.

Returnable Documents

	Mandatory Requirement	Comply (Yes/No)	Remarks
1	CSD Summary report		
2	Certified copy of a B-BBEE Certificate and/or Affidavit		
3	Tax Clearance Certificate and/or TAX Verification PIN		
4	Certificate of Incorporation (CIPC Registration Certificate listing company directors/shareholders/owner/s)		

BIDDER'S DISCLOSURE

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

This preference form must form part of all bids 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, BIDDERS 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 bids:

- 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 bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore, the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** include all applicable taxes less all unconditional discounts;

- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM WILL BE APPLIED FOR THIS TRANSACTION

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

80/20

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

Where

P_s = Points scored for the price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder 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. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and substantiated by the relevant proof of the B-BBEE status level of the contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (**Tick applicable box**)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE (**Tick applicable box**)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

9. TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.2 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

9.3 Total number of years the company/firm has been in business: _____

9.4 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding ten years after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES (Full Name & Signature)	
1. _____	Signatory: _____ Tenderer's Signature: _____ Address: _____ _____ _____
Signature: _____	
2. _____	_____
Signature: _____	
_____	_____
Date	Date

CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate, the **Respondent** acknowledges that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this **RFQ**. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, **Umgeni Water** will recognise no claim for relief based on an allegation that the **Respondent** overlooked any such condition or failed properly to take it into account to calculate tendered prices or any other purpose:

- | |
|--|
| 1 Umgeni Water's Standard Conditions of Tender* |
| 2 Umgeni Water's Terms and Conditions of Contract for the supply of Goods/Services to Umgeni Water's |

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable.

The Tenderer accepts that an obligation rests on them to obtain clarity relating to any uncertainties regarding any quote they intend to respond on before submitting an offer. The Tenderer agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

NAME: _____ DESIGNATION: _____

*A full copy of UW's Standard Conditions of Tender is available on Umgeni Water's website.

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

FOR INFORMATION USE ONLY

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL, SO THE SUCCESSFUL BIDDER AND THE PURCHASER WILL BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **UMGENI WATER** in accordance with the requirements and specifications stipulated in **Quote** number **Q23 /203/NM** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of tender.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to Quote;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Umgeni Water's Standard Conditions of Tender t;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price (s) and rate(s) quoted cover all the goods and/or works specified in the quotation documents; that the price (s) and rate(s) cover all my obligations and I accept that any mistakes regarding price (s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the Principal is liable for this contract's due fulfilment.
5. I declare that I have no participation in collusive practices with any bidder or any other person regarding this or any other quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1.

Signature:

2.

Signature:

Date:

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in
my capacity as _____ accept your Quote under reference number
_____ Dated _____ for the supply of goods/works indicated hereunder and/or further specified
in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract
within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM DESCRIPTION BOQ(ATTACHED)	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY DATE / PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____ / _____ / _____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

Signature: _____

Date: _____

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL, SO THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached quotation documents to **Umgeni Water** in accordance with the requirements, and task directives/proposals/specifications stipulated in Quote Number **Q23/203/NM** at the price/s quoted. The offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the quote.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Tendering documents, viz.
 - Invitation to quote;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Umgeni Water's Standard Conditions of Tender;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price (s) and rate(s) quoted cover all the services specified in the quotation documents; that the price (s) and rate(s) cover all my obligations and I accept that any mistakes regarding price (s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the Principal is liable for this contract's due fulfilment.
5. I declare that I have no participation in collusive practices with any bidder or any other person regarding this or any other quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

Signature: _____

Date: _____

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I _____ in my capacity as _____
accept your quote under reference number _____ dated _____ for rendering of services
indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the
contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____ / _____ / _____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

WITNESSES (Full Name & Signature)

1. _____
Signature: _____

2. _____
Signature: _____
Date: _____