



TENDER NO: 2022/050

Development of an ICT Strategy

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water  
310 Burger Street  
Pietermaritzburg

Tender Queries:

Contact Name: Mban Ngweni  
Telephone: 033 341 1323.

Name of Tenderer: \_\_\_\_\_

National Treasury CSD Number: \_\_\_\_\_

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

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>	<u>SHEET COLOUR</u>
<b>VOLUME 1</b>		
<b>THE TENDER</b>		
<b>T1 TENDERING PROCEDURES</b>		
T1.1 Tender Notice and Invitation to Tender .....	T1.1	White
T1.2 Tender Data .....	T1.3	Pink
<b>T.2 RETURNABLE DOCUMENTS</b>		
T2.1 List of Returnable Documents .....	T2.1	Yellow
T2.2 Returnable Schedules and Documents .....	T2.2	Yellow
<b>VOLUME 2</b>		
<b>THE CONTRACT</b>		
<b>C.1 AGREEMENTS AND CONTRACT DATA</b>		
C1.1 Form of Offer and Acceptance .....	C1.2	Yellow
C1.2 Contract Data .....	C1.7	Yellow
<b>C.2 PRICING DATA</b>		
C2.1 Pricing Instructions .....	C2.1	Yellow
C2.2 Pricing Schedule .....	C2.2	Yellow
<b>C.3 SCOPE OF WORK .....</b>	<b>C3.1</b>	<b>Blue</b>
<b>C.4 SITE INFORMATION .....</b>	<b>C4.1</b>	<b>Green</b>

**Tender Number: 2022/050**

**Tender Title: Development of an ICT Strategy**

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

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

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

**Development of an ICT Strategy for a period of 6 months.**

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water'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 two stages i.e.

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

The physical address for submission of Tender documents is:  
**Umgeni Water, 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 **mbali.ngema@umgeni.co.za**. Documents will only be issued in electronic format during working hours from **09h00 to 15h00** from **18 July 2022 to 29 July 2022**.

**Tender documents shall only be sold during the said period and hours.**

A non-refundable tender fee of **R 200** payable by Electronic Fund Transfer before requesting the Tender Document. The said transfers may be made to:

BANK NAME:	NEDBANK LIMITED
ACCOUNT NAME:	UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER:	1196366594
REFERENCE:	TENDER NO. 2022/050 and Company Name.

**NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.  
2 TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO [Mbali Ngema  
AT [Mbali.Ngema@umgeni.co.za].**

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

**Queries relating to the issue of these documents shall be addressed to: Ms. Mbali Ngema, Tel No.: 033 341 1323, e-mail: mbali.ngema@umgeni.co.za.**

A non-compulsory clarification meeting with representatives of Umgeni Water shall take place at Umgeni Water Head Office, 310 Burger Street, Pietermaritzburg on **01 August 2022** starting at 10h00.

**Only Tenderers who have purchased the Tender documents may attend this clarification meeting.**

No tender documents will be issued at the clarification meeting.

The closing time for submission of Tenders is **12h00 on 11 August 2022.**

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

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

[https://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

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

*The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,  
Attention: Supply Chain Management  
Email: [appeals@umgeni.co.za](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 Water Reserves the Right to Award the Contract In Whole or In Part.**

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

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

[https://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

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

### F.3.8 Test for responsiveness

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

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

### F3.11.3 Method 2: Functionality, Price and Preference

#### Functionality

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

### 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 Water</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> Part T1: Tendering procedures Part T2: Returnable documents  <b>VOLUME 2 – Offer, Contract, Price and Scope of Work</b> Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information

T1.4.

	<b>F.1.4 Communication and Employer's agent</b>
F.1.4	<p>The Employer's agent is :</p> <p><b><u>Tender Queries</u></b></p> <p>Name: Mbali Ngema</p> <p>Address: 310 Burger Street, Pietermaritzburg</p> <p>Tel: 033 341 1323</p> <p>E-mail: Mbali.Ngema@umgeni.co.za</p>
	<b>F.2.1 Eligibility</b>
F.2.1	<p>Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:</p> <p>a) The tenderer completed the Bidders Disclosure Form (T2.2.2)</p> <p>b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative.</p>
	<b>F.2.7 Clarification meeting</b>
F.2.7	<b>There is a non compulsory clarification meeting.</b>
	<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></p> <p>The identification details which must be stated in the tender offer outer package are:</p> <p><b>Tender Number</b></p> <p><b>Time of Tender</b></p> <p><b>Closing Date</b></p> <p><b>Closing Time</b></p> <p><b>Tenderer's Name</b></p> <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

T1.5.

	<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</b> from the closing date.									
	<b>F.2.19 Inspections, tests and analysis</b>									
F.2.19	No access shall be provided for inspections, tests and analysis:									
	<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	The Tenderer is required to submit with his tender: 1) A Tax Compliance Status (TCS) letter (with pin) issued by the South African Revenue Services. 2) A <b>valid affidavit or a certified copy</b> of a <b>BBBEE</b> Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of the COIDA Act 5) Company Registration Certificate									
	<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)</b> (Seventy) points.									
	<b>F.3.11 Evaluation of tender offers</b>									
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)									
F.3.11.3 (44)	The following preference point systems are applicable to all Tenders:  1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.									
F.3.11.7	Scoring Price									
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: <table><tr><th></th><th>Returnable Schedule</th><th>Weighting %</th></tr><tr><td><b>T2.2.08</b></td><td><b>Tenderer's Experience</b></td><td><b>40%</b></td></tr><tr><td><b>T2.2.10</b></td><td><b>Experience of Key Personnel</b></td><td><b>40%</b></td></tr></table>		Returnable Schedule	Weighting %	<b>T2.2.08</b>	<b>Tenderer's Experience</b>	<b>40%</b>	<b>T2.2.10</b>	<b>Experience of Key Personnel</b>	<b>40%</b>
	Returnable Schedule	Weighting %								
<b>T2.2.08</b>	<b>Tenderer's Experience</b>	<b>40%</b>								
<b>T2.2.10</b>	<b>Experience of Key Personnel</b>	<b>40%</b>								

T1.6.

	<b>T2.2.11</b>	<b>Proposed Organisation &amp; Staffing</b>	<b>10%</b>
	<b>T2.2.12</b>	<b>Method Statement</b>	<b>10%</b>
	<b>TOTAL</b>		<b>100%</b>
	<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) and one copy on USB.		
	<b>F3.18 Provide written reasons for actions taken</b>		
F3.18	Refer to Section 39 of the Supply Chain Management Policy		

T2.1.

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

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

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.2
T2.2.2 Bidders Disclosure		T2.9
T2.2.3 Tax Compliance Status Letter Requirements		T2.12
T2.2.4 Proof of Attendance at the Non-Compulsory Clarification Meeting / Site Meeting		T2.14
T2.2.5 Contract Participation Goals (CPG)		T2.15
T2.2.6 Tenderer's Experience		T2.19
T2.2.7 Key Personnel Assigned to the Work		T2.22
T2.2.8 Experience of Key Personnel		T2.23
T2.2.9 Proposed Organization and Staffing		T2.26
T2.2.10 Method Statement		T2.28
T2.2.11 Preliminary Programme	N/A	T2.30
T2.2.12 Registration Certificate / Agreement / ID Document		T2.32
T2.2.13 Amendments, Qualifications and Alternatives		T2.33
T2.2.14 Record of Addenda to Tender Documents		T2.35
T2.2.15 VAT Registration Certificate		T2.36
T2.2.16 Schedule of Proposed Sub-Consultants		T2.37
T2.2.17 Proof of Purchase of Tender Document		T2.38
T2.2.18 Letter of Good Standing in terms of COIDA Act		T2.39
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2017 substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.40
T2.2.20 Tenderer's Financial Standing		T2.47
T2.2.21 Tenderer's Health and Safety Declaration		T2.48
T2.2.22 Pro forma OHS Notification	N/A	T2.49
T2.2.23 Letter of Intent to provide Professional Indemnity		T2.51
T2.2.24 Registration Certificates		T2.52
T2.2.25 Central Supplier Database (CSD) Report		T2.53

### T2.2.1 AUTHORITY FOR SIGNATORY

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

#### A. COMPANIES

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

#### AUTHORITY BY BOARD OF DIRECTORS

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

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

(Name of Company) .....

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

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

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

WITNESSES: .....

T2.3.

---

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

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

FOR INFORMATION USE ONLY

T2.4.

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

T2.5.

**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. ....

T2.6.

**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: .....

T2.8.

## 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 .....

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 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 interest<sup>1</sup> 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**  
If so, furnish particulars:

<sup>1</sup> 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 consortium<sup>2</sup> will not be considered 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 the 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.

<sup>2</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.

T2.11.

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

### T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](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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**T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)**

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

FOR INFORMATION USE ONLY

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

**CERTIFICATE OF ATTENDANCE**

TENDER No. 2022/050

This is to certify that

(Tenderer) .....

of (address) .....

.....

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

at (location) .....

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

starting at (time) .....

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

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

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

Capacity: .....

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

Capacity: .....

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

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

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

## T2.2.5 CONTRACT PARTICIPATION GOALS

### Objective

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

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

### Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

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

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

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

### Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.

The CPG Partner/s shall be selected according to the following criteria:

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

#### Invoicing and Payment

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

- Submission of payment certificate by the Service Provider– by 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 Water; 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 Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.

The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, Umgeni Water reserves the right to intervene to resolve the disagreement.

- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

#### Eligibility Criteria

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

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**DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**UMGENI WATER**

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

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

(Name of Bidder)

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

T2.18.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

## T2.2.6 TENDERER'S EXPERIENCE [40%]

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 T2.26 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.

### Note:

1. **Company's experience: Previous and Current Contracts in the last 5 years (2016-2021) for the Development of an ICT Strategy as per scope of work.**
2. **Proof submitted must correspond with the table below. (Attach to page T2.26)**

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT	Number of employees in the company	Client/Employer	Client reference Contact Details

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

**Weighting = 40%**

DESCRIPTION	MAX POSSIBLE SCORE
<b>Tenderer's experience in the development of ICT Strategies using TOGAF</b> <ul style="list-style-type: none"> <li>1 project – 0 points</li> <li>2 projects – 7 points</li> <li>3 projects – 14 points</li> </ul> <p>2 additional points for every project more than 3 projects to a maximum of 20 points</p>	100
<b>Tenderer's experience in the development of ICT Strategies using COBIT</b> <ul style="list-style-type: none"> <li>1 project – 0 points</li> <li>2 projects – 7 points</li> <li>3 projects – 14 points</li> </ul> <p>2 additional points for every project more than 3 projects to a maximum of 20 points</p>	(40%)
<b>Tenderer's experience in the development of ICT Strategies using ITIL</b> <ul style="list-style-type: none"> <li>1 project – 0 points</li> <li>2 projects – 7 points</li> <li>3 projects – 14 points</li> </ul> <p>2 additional points for every project more than 3 projects to a maximum of 20 points</p>	
<b>Tenderer's experience in the implementation of GWEA methodology</b> <ul style="list-style-type: none"> <li>1 project – 0 points</li> <li>2 projects – 14 points</li> <li>3 projects – 28 points</li> </ul> <p>4 additional points for every project more than 3 projects to a maximum of 40 points</p>	

T2.21.

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**T2.2.6 TENDERER'S EXPERIENCE (Continued)**

INSERT HERE

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### T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

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

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

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

#### KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Project Manager	
2.	Senior Enterprise Architect	
3.	Senior Solutions Architect	
4.		

#### Notes:

- No substitution of resources may take place in terms of their functions without written consent from Umgeni Water.
- Please do not indicate "refer to attachment". Names must be indicated for evaluation purposes.

#### **T2.2.8 EXPERIENCE OF KEY PERSONNEL [40%]**

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

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

- A. Project Manager**
- B. Senior Enterprise Architect**
- C. Senior Solutions Architect**

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 T2.2.7.

**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:

**Weighting = 40%**

<p>The proposed team for the project including CV's showing experience in projects of similar nature. A summary of all relevant experience should be attached to each detailed CV "<u><b>demonstrating the necessary experience as per the scoring requirements</b></u>".</p> <p><b>Project Manager</b> with experience in managing similar corporate clients to Umgeni Water.</p> <ul style="list-style-type: none"> <li>• 1 year – 7 points</li> <li>• 2 years – 14 points</li> <li>• 3 years – 21 points</li> </ul> <p>3 additional points for every year more than 3 years to a maximum of 30 points</p> <p><b>Senior Enterprise Architect</b> with experience in ERP Systems and Information / Data Management including Business Intelligence.</p> <ul style="list-style-type: none"> <li>• 1 year – 9 points</li> <li>• 2 years – 18 points</li> <li>• 3 years – 25 points</li> </ul> <p>5 additional points for every year more than 3 years to a maximum of 35 points</p> <p><b>Senior Solutions Architect</b> with experience in ICT across all platforms within Umgeni Water's ICT Department.</p> <ul style="list-style-type: none"> <li>• 1 year – 9 points</li> <li>• 2 years – 18 points</li> <li>• 3 years – 25 points</li> </ul> <p>5 additional points for every year more than 3 years to a maximum of 35 points</p>	<p>100 (40%)</p>
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T2.25.

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**T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)**

**INSERT KEY PERSONNEL CVs HERE**

FOR INFORMATION USE ONLY

### T2.2.9 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:

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

T2.27.

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**T2.2.9      PROPOSED ORGANIZATION AND STAFFING (Continued)**

**INSERT HERE**

FOR INFORMATION USE ONLY

### T2.2.10 METHOD STATEMENT [10%]

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

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the 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 to this page. The approach paper should not be longer than 6 pages. The Tenderer shall furnish method statements for the following:

- ICT Strategy development methodology (i.e. GWEA, TOGAF, etc.)
- Project management methodology (i.e. PMBOK, etc.)
- The monitoring and compliance/ non-compliance with the specifications
- Any other information deemed necessary by the Tenderer

The scoring of the approach paper will be as follows:

**Weighting = 10%**

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 generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
<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.

T2.29.

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**T2.2.10 METHOD STATEMENT (Continued)**

**INSERT HERE**

FOR INFORMATION USE ONLY

### T2.2.11 PRELIMINARY PROGRAMME - NOT APPLICABLE

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

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

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

PROGRAMME												
Component / Sub-component	WEEKS / MONTHS											

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

Scoring of the preliminary programme will be as follows:

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

T2.31.

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**T2.2.11 PRELIMINARY PROGRAMME (Continued)**

**INSERT HERE**

FOR INFORMATION USE ONLY

T2.32.

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**T2.2.12 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

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

**INSERT HERE**

**FOR INFORMATION USE ONLY**

### T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

**(a) AMENDMENTS - NOT APPLICABLE**

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

**(b) ALTERNATIVES - NOT APPLICABLE**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

T2.34.

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

#### T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....  
Date

---

**T2.2.15 VAT REGISTRATION CERTIFICATE**

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

FOR INFORMATION USE ONLY

## T2.2.16 SCHEDULE OF PROPOSED SUB-CONSULTANTS

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

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

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

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

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

Tenderer .....

T2.38.

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**T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT**

**INSERT HERE**

FOR INFORMATION USE ONLY

T2.39.

---

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

INSERT HERE

FOR INFORMATION USE ONLY

## **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)

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

1.3 Preference points for this tender shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</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:

$P_s$  = Points scored for comparative price of tender under consideration  
 $P_t$  = Comparative price of tender under consideration  
 $P_{\min}$  = 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

T2.43.

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).

T2.44.

## 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

T2.45.

- (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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## T2.2.20 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder: .....

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

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

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

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

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

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

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

## **T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION**

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

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

### **Declaration by Tenderer**

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

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

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

**T2.2.22 PRO FORMA OHS NOTIFICATION**

**NOT APPLICABLE TO THIS TENDER**

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

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

1. (a) Name and postal address of Contractor:.....  
  
(b) Name of Contractor's contact person: .....  
Telephone number: .....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of Purchaser: .....
- (b) Name of Purchaser's contact person or agent:.....  
  
Telephone number:.....
4. (a) Name and postal address of designer(s) for the project:.....  
(b) Name of designer's contact person:.....  
Telephone number:.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):.....  
Telephone number:.....
1. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office: .....
8. Nature of the construction work: .....
9. Expected commencement date: .....
10. Expected completion date: .....

T2.50.

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

12. Planned number of Sub-Contractors on the construction site accountable to Contractor:

.....

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

.....

.....

SIGNED BY:

CONTRACTOR: ..... DATE: .....

PURCHASER: ..... DATE: .....

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T2.51.

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

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

INSERT HERE

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#### **T2.2.24 REGISTRATION CERTIFICATES**

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

FOR INFORMATION USE ONLY

T2.53.

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**T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT**

INSERT HERE

FOR INFORMATION USE ONLY



**TENDER NO: 2022/050**

**Development of an ICT Strategy**

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

**Issued by:**

Umgeni Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Mbali Ngema  
Telephone: 033 341 1323

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

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>	<u>SHEET COLOUR</u>
<b>VOLUME 1</b>		
<b>THE TENDER</b>		
<b>T1 TENDERING PROCEDURES</b>		
T1.1 Tender Notice and Invitation to Tender .....	T1.1	White
T1.2 Tender Data.....	T1.3	Pink
<b>T.2 RETURNABLE DOCUMENTS</b>		
T2.1 List of Returnable Documents .....	T2.1	Yellow
T2.2 Returnable Schedules and Documents .....	T2.3	Yellow
<b>VOLUME 2</b>		
<b>THE CONTRACT</b>		
<b>C.1 AGREEMENTS AND CONTRACT DATA</b>		
C1.1 Form of Offer and Acceptance .....	C1.2	Yellow
C1.2 Contract Data .....	C1.7	Yellow
<b>C.2 PRICING DATA</b>		
C2.1 Pricing Instructions .....	C2.1	Yellow
C2.2 Pricing Schedule.....	C2.2	Yellow
<b>C.3 SCOPE OF WORK .....</b>	<b>C3.1</b>	<b>Blue</b>
<b>C.4 SITE INFORMATION.....</b>	<b>C4.1</b>	<b>Green</b>

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## C.1 AGREEMENTS AND CONTRACT DATA

### **IMPORTANT NOTE ON C1.1:**

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

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

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

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

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## C1.1 FORM OF OFFER AND ACCEPTANCE

### A. OFFER

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

**Tender No: 2022/050 - Development of an ICT Strategy for a period of 6 months**

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

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

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS

(in words)

..... Rand;

(in figures) R.....

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

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

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

Name(s) .....

Capacity .....

**For the Tenderer:**

(Insert name and address of organization) .....

.....

Name & Signature of Witness .....

Date .....

## B: ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

**Signature:** (of person authorized to sign the acceptance) .....

**Name:** (of signatory in capitals) .....

**Capacity:** (of Signatory) .....

**Name of Employer:** (organization) Umgeni Water

**Address** 310 Burger Street, Pietermaritzburg

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

**AS WITNESS**

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

**Date:** .....

## C: SCHEDULE OF DEVIATIONS

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

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

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

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

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

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

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

---

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

**Witness:**

Signature: .....

Name: .....

Date: .....

**FOR UMGENI WATER**

Signature: .....

Name: .....

Capacity: .....

**Witness:**

Signature: .....

Name: .....

Date: .....

---

**D: CONFIRMATION OF RECEIPT**

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

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

FOR INFORMATION USE ONLY

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

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

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

#### Special Conditions of Contract

##### 1. National Treasury Central Supplier Database

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

##### 2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

##### 3. Progress Measurement and Payments

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

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

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Data
	The Employer is Umgeni Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Bradley Sampson  The address for receipt of communications is: Telephone: 033 341 1517 Facsimile: N / A E-mail: bradley.sampson@umgeni.co.za Address: Umgeni Water, 310 Burger Street, Pietermaritzburg
1	The Project is the Development of an ICT Strategy.
1.1	The Period of Performance is 24 weeks from the Commencement Date.
3.5	The location for the performance of the Project is Umgeni Water, 310 Burger Street, Pietermaritzburg
3.9.2	The time based fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP)
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 <sup>rd</sup> Edition, CIDB document 1014)
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance Minimum Cover is: R10 000 000 (Ten million rands) Period of cover: For the period of performance  2. Professional Indemnity Insurance Minimum Cover is: R5 000 000 (Five million rands) Period of cover: For the period of performance  <i>Insurance cover requirements should be confirmed with the Risk Department on award</i>
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under Clause 8.5 is not to exceed 6 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with Umgeni Water.
12.1	Interim settlement of disputes is to be by mediation.
12.2 / 12.3	Final settlement is by arbitration.

C1.9

12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators (Southern Africa).
12.2.4	Final settlement is by litigation.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" and substitute the words "Contract Data" with "Form of Offer and Acceptance".

The additional conditions of contract are:

***Umgeni Water Reserves The Right To Award The Contract In Whole Or In Part***

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

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

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**PART C2: PRICING DATA**

**PRICING TO BE DONE BY MEANS OF BILL OF QUANTITIES**

**C2.1 Bill of Quantities**

- 2.1.1 Definition of unit rates** – the tenderer is required to review the scope of work defined within C3 and to determine all the resources required resulting in the unit rates to achieve the work components within the scope.
- 2.1.2 Bill of Quantities** – the tenderer is required to fill in the Bill of Quantities and complete the pricing calculations set down in C2.2 Pricing Schedule, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
- 2.1.3 Payment** – the tenderer will be paid the amounts per quantity of each item delivered on a monthly basis.
- 2.1.4 Prices** – must remain firm for a 12 month period and thereafter, will be subject to CPI escalation on the anniversary of the contract. A 30 day notice period prior to price increases is required.
- 2.1.5** The service providers shall provide prices (VAT exclusive) for ALL items listed in the table. **Failure to provide prices in any of the items listed will deem this tender to be non-responsive.**

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## C2.2 PRICING SCHEDULE

A Development and Implementation					
Item No	Description	Unit	Qty	Rate	Amount
1.	Development of ICT Strategy	Item	1	R	R
Section A: Total Carried to Summary Table					R

B Review and Alignment					
Item No	Description	Unit	Qty	Rate	Amount
1.	Review and align ICT Policies with the new ICT Strategy	Item	1	R	R
Section B: Total Carried to SummaryTable					R

C Review and Alignment					
Item No	Description	Unit	Qty	Rate	Amount
1.	Review ICT Governance and align to Prov King IV	Item	1	R	R500 000.00
Section C: Total Carried to Summary Table					R 500 000.00

SUMMARY TABLE	
A - Total of Section A	R
B - Total of Section B	R
C – Total of Section C	R 500 000.00
D Subtotal (A + B + C) (Use to calculate CPG amount and percentage)	R
E Contingencies 10% of D	R
F Sub-Total (D + E)	R
G VAT @ 15% of F	R
H - Total including VAT (F + G) carried forward to C1.1 (Offer).	R

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**PART C3: SCOPE OF WORK**

**1. Employer's objectives**

For Umgeni Water to have an ICT Strategy that is aligned to the Business Strategy and ICT Policies. Also, review the current ICT Governance framework and roadmap of the ICT department and align to King IV.

**2. Description of the services**

The purpose is to compile the ICT strategy to facilitate alignment between ICT and Umgeni Water's business strategy. The strategy will achieve better synergy across all business units as well as optimisation of processes, adoption of innovative technologies and single source of corporate wide data information. With the implementation of SAP; the focus has moved from a "best of breed" to a consolidated solution thus ensuring alignment to best practice and governmental standards. With the change in technology and the increase to Umgeni Water's operational area; the ICT Strategy must include the entire ICT environment. Review the current ICT Governance framework and roadmap of the ICT department and align to King IV.

**3. Extent of the services**

The Service Provider will be required to develop an ICT Strategy. They will also be required to review the current ICT policies to ensure alignment with the new ICT Strategy. Review the current ICT Governance framework and roadmap of the ICT department and align to King IV. Allocation for interviews with at least 3 Umgeni Water Executives and 5 Senior Managers must be incorporated into the tender pricing.

**4. Use of reasonable skill and care**

N / A

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

N / A

**6. Brief**

**Terms of reference including the following:**

The Vendor is requested to develop an ICT Strategy taking into account Umgeni Water's business strategy and current ICT policies.

a) Aligned to Government Wide Enterprise Architecture (GWEA) Framework:

- i. Preliminary/Vision Phase deliverables;
- ii. Business Architecture;
- iii. Data Architecture;
- iv. Application Architecture;
- v. Technology Architecture;
- vi. Opportunities and Solution Phase deliverables; and
- vii. Migration Planning Phase deliverables.

b) Incorporate the requirements of DPSA Corporate Governance of ICT Policy Framework, DPSA Outlines for ICT Planning and DPSA Annual Operational Plan Guidelines in order to achieve MPAT Level 4 for ICT Plan and ICT Implementation Plan.

c) Ensure that the ICT Governance Framework is aligned to best practice (King IV) and governmental standards.

**7. Reference data**

- a) GWEA Methodology
- b) Previous ICT Strategy
- c) King IV

**8. Applicable national and international standards**

- a) COBIT
- b) ITIL
- c) TOGAF
- d) GWEA Methodology

**9. Particular/Generic specifications**

*Refer to item 6 above*

**10. Approvals**

*All work undertaken will be approved by the authorised UW personnel.*

**11. Procurement**

*Order confirmations will be via e-mail. No work may start without an official order notification for the type of work to be done by the service provider.*

**12. Access to land / buildings / sites**

*Request to access Umgeni Water's building should be submitted to the Employer's Representative prior to them being needed.*

**13. Planning and programming**

*Within 1 week of commencing the work the PSP shall submit a detailed programme of works for approval. The programme shall indicate the work breakdown structure, tasks (with durations), key milestones and their dependencies to completion. Allowance shall be made for monthly progress reviews. The approved programme shall be used as the baseline and revised programmes shall be submitted within 3 days after each monthly progress review*

**14. Software application for programming**

*Microsoft Project Management will be used for scheduling and monitoring.*

**15. Quality management**

*N / A*

**16. Format of communications**

*All communications should be done on email, reports and meetings as scheduled.*

**17. Key personnel**

*Refer to Returnable Schedule T2.2.9 and C1.2 Part 2: Contract Data to be provided by the Service Provider.*

**18. Management meetings**

*Planning of monthly meetings to be discussed at first meeting with successful tenderer*

**19. Forms for contract administration**

N / A

**20. Electronic payments**

Payments will be made electronically to the bank account registered on Umgeni Water's supplier database in accordance with the terms outlined in condition 3 of the Special Conditions of Contract (C1.2). In this respect it is necessary for the contractor to advise the Employer's Representative as soon as possible if there is any change in the company name or banking accounts during the contract period.

**21. Daily records**

All tasks performed must be recorded and submitted on a monthly basis.

**22. Professional indemnity insurances**

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

**23. Payment certificates**

Monthly claims for payment shall be submitted to the Employer's Representative who shall prepare an internal payment certificate for processing. The submission timeframes in condition 3 of the Special Conditions of Contract C1.2 apply and must be observed to ensure timeous payment.

**24. Use of documents by the Employer**

All documentation generated during the contract will solely owned by UW and may not be utilised by other customers of the service provider.

**25. Property provided for the Service provider's use**

Provisions will be made with prior approval for onsite office space for the duration of the project.

**26. Proof of compliance with the law**

N / A

**PART C4: SITE INFORMATION**

**Head Office:**

310 Burger Street  
Pietermaritzburg  
3201

P.O. Box 9  
Pietermaritzburg  
3200

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