

Tender Number: 2024/016

Description: Supply, Delivery, Installation and Commissioning of A Gas Chromatography Mass Spectrometer Coupled With Solid Phase Micro Extraction and Training of Personnel

Tender Issue Date:	11/06/2024	Collection Period	From: 11/06/2024 To: 28/06/2024
Briefing /Clarification Meeting Details			
NOT APPLICABLE			
Tender Submission details			
Tender Closing date:	04/07/2024	Tender Closing Time	12:00 PM
Submission Address	310 Burger Street, Pietermaritzburg, 3201		
Tip-Offs Anonymous Hotline:		Appeals/Objections	
Report unethical conduct at uMngeni-uThukela Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i>		Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within 7 days of the date of the intention to award advertisement. UW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za	

TENDER SUBMITTED BY:

Company Name:			
Address:			
CSD Registration No:		Co Reg. No:	
Telephone Number:		Email :	
Contact Person :			

SBD 1 - NOTICE AND INVITATION TO TENDER
PROSPECTIVE TENDERERS ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
UMNGENI-UTHUKELA WATER

Tender Number:	2024/016	Closing Date:	04/07/2024	Closing Time:	12:00 PM
Description:	Supply, Delivery, Installation and Commissioning of A Gas Chromatography Mass Spectrometer Coupled With Solid Phase Micro Extraction and Training of Personnel				
Tender Offer Validity Period:	120 Days	Contract Period:	[12 Weeks]		

TENDER DOCUMENTS/RESPONSES MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
uMngeni-uThukela Water, Head Office 310 Burger Street, Pietermaritzburg. 3201			Tenderers should ensure that tender documents are submitted to the correct address, and deposited in tender box before closing time. Late tenders will not be accepted.		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
Contact Person:	Nosipho Mkhize		Contact Person:	Wonder Mpapane	
Telephone Number:	033 341 1062		Telephone Number:	033 341 1112	
E-Mail Address:	nosipho.mkhize@umgeni.co.za		E-Mail Address:	wonder.mpapane@umgeni.co.za	
Supplier Information					
Company Name:					
Postal Address:					
Street Address:					
Contact Numbers:			E-Mail Address		
Company Registration No.			VAT. Number		
Supplier Compliance Status (TCS)	TCS Pin		CSD	MAAA	
B-BBEE Status Level Verification Certificate	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [If Yes enclose proof]	ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [If Yes, answer the questionnaire below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS)					

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1. GLOSSARY OF TERMS

For purposes of this document, the following definitions are used and all references to legislation are to legislation as amended from time to time:

- 1.1 **"BBBEE"** has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;
- 1.2 **"Bid"** means a proposal submitted by a Bidder in response to this bid;
- 1.3 **"Bidder"** means an owner/entity/ joint venture/ consortium who intends to respond thereto by submitting a proposal;
- 1.4 **"Black People"** has the meaning defined in the Broad Based Black Economic Empowerment Act 53 of 2003;
- 1.5 **"Consortium"** means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;
- 1.6 **"Constitution"** means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.7 **"Government"** means the Government of South Africa constituted in terms of the Constitution, any one or more of the three spheres of Government being national, provincial and municipal;
- 1.8 **"Management Control"** means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise
- 1.9 **"Member"** means, with respect to a Bidder, which is a Consortium, each member thereof, including each Relevant Entity
- 1.10 **"PFMA"** means the Public Finance Management Act, Number 1 of 1999;
- 1.11 **"Project Manager"** The Official authorized to interact with bidders for this bid as named in this document;
- 1.12 **"Successful Bidder"** means the Bidder who following evaluation of its proposal in response to the bid is selected by UW as the party with whom to conclude the Service Level Agreement;
- 1.13 **"UW"** means uMngeni-uThukela Water
- 1.14 **"ZAR" or "Rand(s)"** means the South African Rand, being the official currency of South Africa.

2. BID SUBMISSION

- 2.1 U UW provides the information which is contained in or sent with this Bid or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.
- 2.2 This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the U UW to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. U UW is not obliged to accept any response to this Bid.
- 2.3 Bidders will be deemed to have satisfied themselves as to the authority of the U UW and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and municipal level).
- 2.4 Each Bidder to whom this Bid Document (and other related documents) is made available must make his, her or its own independent assessment of the Bid.
- 2.5 While reasonable care has been taken in preparing this Bid Document and other related documents, it does not purport to be comprehensive or to have been verified by the U UW, its officials, employees, advisors or any other person. The U UW, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this Bid Document or other related documents.
- 2.6 No representation or warranty, express or implied, is or will be given by the U UW, or any of its officers, employees, servants, agents or advisors with respect to the information or opinions contained in this Bid Document or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 2.7 U UW reserves the right to amend, modify or withdraw this Bid, or to amend, modify or terminate any of the procedures or requirements of the Bid at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.
- 2.8 If any Bidder or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the U UW, consultant to the U UW, either directly or through an intermediary then, such Bidder or Bidder will be disqualified forthwith from participating in the procurement process.

3. BIDDERS' DUE DILIGENCE

- 3.1. Upon receipt of proposals from Bidders, U UW will assume that the Bidder has sufficiently familiarized themselves with the content of the Bid Documents, its volumes, schedules and related annexures.

4. BID DOCUMENTS

- 4.1. The physical address for submission of Bid Documents is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**
- 4.1. Bid Documents will be issued via email on request to nosipho.mkhize@umgeni.co.za during working hours from 11 June 2024 to 28 June 2024 for 09h00 to 15h00.
- 4.2. Queries relating to the issuing of these documents shall be addressed to Mandisa Madlala; Tel: 033 341 1062, email: Nosipho.mkhize@umgeni.co.za.

5. SUBMISSION OF PROPOSALS

5.1. Closing date

Bidders must submit their responses on 27 June 2024 the not later than 12h00 at 310 Burger Street, Pietermaritzburg in the Tender Box. Faxed and Emailed submissions will not be accepted.

5.2. Postponement of closing date

Uuw reserves the right to postpone the submission date as indicated in clause 6.1 above

5.3. Late submissions

No late submissions will be accepted by the Uuw.

5.4. Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this Bid Document will be marked as incomplete, and may, at the Uuw sole discretion, be rejected.

5.5. Correction of Errors

The complete Bid Document and attachments shall be submitted without alterations, erasures or omissions, all corrections shall be initialed in black ink by the person signing the proposal.

5.6. Cost of Submitting Bids

Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its Bid(s), including all its own costs incurred on any of the stages in the procurement process.

Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this Bid or other applicable legal requirements, then Uuw shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to Uuw flowing from such termination.

6. BID CONTACT PERSON/S

- 6.1. Bidders are advised to address all correspondence relating to this Bid to the following people as indicated below:

Enquiry Type	SCM Enquiries	Technical Enquiries
Name	Nosipho Mkhize	Nosipho Mkhize
Telephone	033 341 1062	033 341 1062
Email	nosipho.mkhize@umgeni.co.za	nosipho.mkhize@umgeni.co.za

- 6.2. Any additional information, responses to queries and/or changes to the Bid Document will be communicated to Bidders in the form of an addenda or Briefing Notes. Bidders are advised to ensure that they have received any issued addenda or Briefing Notes.

7. BID VALIDITY PERIOD

- 7.1. Validity Period : Proposals shall remain valid and open for acceptance for a period **120 calendar days** from the closing date
- 7.2. Extensions to the Validity Period: UUW may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request from UUW shall be made in writing, and the bidder is required to confirm the same in writing, failure by the bidder to confirm the extension of validity in writing will lead to disqualification from further evaluation.

8. GENERAL BID REQUIREMENTS

8.1. Signing requirements of a single entity

Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors or its equivalent of the organisation concerned. Copies of such an authorisation, must accompany each Bid in the format provided

8.2. Signing requirements of a consortium or joint venture

- 9.2.1 Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 9.2.2 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.
- 9.2.3 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.
- 9.2.4 A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.
- 9.2.5 The consortium/joint venture must submit a consortium/joint venture BBBEE certificate, if required as evidence to claim preferential goals.
- 9.2.6 In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.
- 9.2.7 Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 9.2.8 Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.
- 9.2.9 The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.
- 9.2.10A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.
- 9.2.11The consortium/joint venture must submit a consortium/joint venture consolidated B-BBEE certificate.

9.2.12 In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.3. **Format of submissions**

Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub- paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.

All proposals should be submitted in the format as prescribed and according to the following instructions:

- Only proposals completed in English will be accepted.
- The onus is on the Bidder to submit all relevant information.

8.4. **Number of bid documents to be submitted.**

One (01) original bid document neatly bound or in an arch lever file.

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9. CONTRACT PARTICIPATION GOALS (NOT APPLICABLE)

- 9.1. 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 in compliance with uMngeni-uThukela Water's Enterprise and Development Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 2 000 000.00 excluding VAT and contract price adjustment.
- 9.2. This will require tenderers to commit as part of their scope of work, a certain value of supplies, services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

9.3. Objective of CPG Programme

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

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

9.4. Contract Participation Goals

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

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

- VAT,
- CPA and
- Contingencies.

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

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

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

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

9.5. Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made. The CPG Partner/s shall be selected according to the following criteria:
 - CPG Partner/s are to be obtained from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes.
 - In the event of services where uMngeni-uThukela Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by uMngeni-uThukela Water.
- Main service provider may propose a suitable CPG Partner/s, but uMngeni-uThukela 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 uMngeni-uThukela Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- Value of the work to be 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 uMngeni-uThukela Water.
- The working capital arrangements between the main Service Provider and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

9.6. Invoicing and Payment

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

- Submission of payment certificate by the Service Provider– by 25th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- 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 uMngeni-uThukela 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

9.7. Monitoring and Reporting on CPG

- uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.

- b) The CPG Partner shall 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, uMngeni-uThukela Water reserves the right to intervene to resolve the disagreement.
- c) CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

10. INSURANCE

The Service Provider is required to provide the following insurances:

11.1 Public Liability Insurance

Minimum Cover is: R10 000 000 (Ten million Rand)

Period of cover: For the period of performance

Insurance cover requirements must be confirmed with the Risk Department on award, before the signing of the contract

NB: *The Contractor* may take additional covers based on other perceived risk exposures.

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11. QUALIFICATION AND EVALUATION

12.1. Evaluation Approach

UW has adopted a three (3) stage approach in evaluating bids, being:

Stage 1: Mandatory/ Administrative Requirements.

Stage 2: Evaluation of functionality and technical responsiveness

Stage 3: Price and Preference goals

12.2. Stage 1: Mandatory/ Administrative Requirements

List of mandatory/administrative requirements – Bidders who fail to comply may be disqualified from the process.

No	Document that must be submitted	Mandatory	Non-submission may result in disqualification?
1	SBD4 – Bidders disclosure	Yes	Complete and sign the supplied pro forma document
2	Brochure of the equipment	Yes	The tenderers are required to tick on the table below as evidence that they conform to the important equipment specifications and also provide a brochure as evidence and also indicate the page number:

Item	Specifications	Yes	No	If yes, indicate the Page No. on the brochure
Gas Chromatograph	The system must have an electron capture detector (ECD) for the analysis of THMs, haloacetic acids (HAA) and must be coupled to a Mass Spectrometer (MS).			
	The system must be able to do split, pulse splitless and splitless injection.			
	The GC must be coupled with a pyrolysis for the analysis of microplastics.			
Mass Spectrometer	The system must be capable of achieving a Mass Range of 1.0 amu to 1200 amu (atomic mass unit).			
	The system must do a full mass scan, selective ion monitoring and a simultaneous full scan data acquisition with selected ion monitoring with S/N of 800:1 or better.			
Multi-Autosampler	The system must be able to do the following injection techniques: liquid injection, dynamic headspace (DHS), headspace (HS), and solid-phase micro-extraction (SPME) with an automated fiber exchange (with a 23 gauge).			
	The system must have a bakeout station for SPME fibre, an agitator, a stirrer and an incubator with a control thermostat.			
	The system must be able to do pre derivatization and also the addition of an internal standard to samples/standards.			

12.3. Stage 2: – Evaluation of Functionality

The purpose of the application of qualification criteria is to determine the functionality of each proposal by assessing the quality thereof. Below is a detailed breakdown of the scoring criteria

Bidders from the second stage who have achieved 70 points or more will be eligible to submit to be evaluated on Price and Specific Goals

Functionality criteria	Description of requirements	Maximum points
Tender's Experience	Tenderers are requested to list projects that meet the criteria (under the scope of work) along with the relevant details (value, contact details (email and/or contact numbers) and must provide proof of supplying the equipment in a form of a delivery note as evidence that the equipment was supplied.	70
Competency of Key Personnel	Tenderers are to indicate the availability of Service Engineers/ Technicians and must provide proof of training in the form of a certificate that demonstrates that they are trained by the manufacturer of the equipment for the Gas Chromatography (GC) with a Mass Spectrometer (MS) coupled with a Multi-autosampler equipment.	30
TOTAL POINTS		100
MINIMUM QUALIFYING POINTS		[70]

12.3.1 TENDERER'S EXPERIENCE AND TECHNICAL SPECIFICATION

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

Tenderers are to use the Table below as a guide to provide details about previous experience i.e. the description and value of the Gas Chromatography (GC) with a Mass Spectrometer (MS) coupled with a Multi-autosampler instrument supplied and installed as well as contact details (email and/or contact numbers) must be clearly stated in the submission. Only experience in supplying and installation of Gas Chromatography with a Mass Spectrometer coupled with a Multi-autosampler instrument will be considered.

The description should be put in tabular form with the following headings:

Instrument Name	Value of the Instrument inclusive of VAT (Rand)	Company (where the instrument was supplied and installed)	Contact Details of the company where the instrument was supplied and installed	Proof of supplying the equipment in a form of a delivery note as evidence that the equipment was supplied.
e.g XYZ	R 1 500 000	ABC	Email and/or contact numbers	Attach a delivery note as evidence.

The scoring of the Tenderer's experience will be as follows: [70%]

DESCRIPTION	MAX POSSIBLE SCORE
Gas Chromatography (GC) with a Mass Spectrometer (MS) coupled with a Multi-autosampler instrument supplied and installed. (submit proof of supplying the equipment in a form of a delivery note) ▪ 1 instrument – 30 points ▪ 2 instruments – 50 points ▪ 3 instruments – 70 points 10 additional points for every instrument more than 3 to a maximum of 100 points	100

TENDERER'S EXPERIENCE (Continued)

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12.3.2 KEY PERSONNEL ASSIGNED TO THE WORK

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

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Service Engineer/ Technician	
2.		
3.		
4.		
5.		

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12.3.3. EXPERIENCE OF KEY PERSONNEL

The scoring of the Competency of Key Personnel will be as follows: **[30%]**

DESCRIPTION	MAX POSSIBLE SCORE
Tenderers are to indicate the availability of Service Engineers/ Technicians and must provide proof of training in the form of a certificate that demonstrates that they are trained by the manufacturer of the equipment for the Gas Chromatography (GC) with a Mass Spectrometer (MS), coupled with a Multi-autosampler ▪ 1 Personnel with certificate – 50 points ▪ 2 Personnel with certificates – 70 points 10 additional points for every personnel more than 2 to a maximum of 100 points	100

EXPERIENCE OF KEY PERSONNEL

INSERT HERE

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12.4 Third Stage: Price and Preference

- 12.4.1. Subsequent to the evaluation of essential minimum criteria and functional criteria, the third stage of evaluation of the bids will be with respect of price and preferential procurement only.
- 12.4.2. Price proposals should be submitted in South African Rand including Value Added Tax (VAT) where applicable
- 12.4.3. The bidder shall provide the price proposal as detailed in SBD 3.1
- 12.4.4. In compliance with the Preferential Procurement Regulations 2022, the following preference point systems are applicable to invitations to tender, is the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 12.4.5. Points for this bid shall be awarded for:
- Price; and (80 Points)
 - Preference Goals as defined in SBD 6.1 (20 Points)

The Preference Goals that have been identified for this bid is stipulated in SBD 6.1

	Description	80/20	Evidence to be provided
RDP	The promotion of South African-owned enterprises.	20	CIPC/ CSD Report
Total points for preferential goals		20	

- 12.4.6. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed
- 12.4.7. Uuw reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Uuw.
- 12.4.8. Uuw reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract where applicable
- 12.4.9. Uuw reserves the right not to accept the lowest financial offer or any offer

12. CONFIDENTIAL INFORMATION

- 13.1. Bidders agree to keep information provided pursuant to this Bid confidential (“**Confidential Information**”)
- 13.2. All Confidential Information provided (including all copies thereof) remains the property of U UW
- 13.3. By receiving this Bid each Bidder and each of its Members agree to maintain its submission in response to this Bid as confidential from third parties other than the U UW and its officials, officers and advisors who are required to review the same for the purpose of this procurement.
- 13.4. The Confidential Information provided by U UW may be made available to a Bidder’s Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).
- 13.5. Bidder’s Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of U UW.
- 13.6. The Confidential Information may not be used for any other purpose than that for which it is intended.
- 13.7. Bidders, Relevant Entities, members, employees and professional advisors may be required to sign confidentiality agreements.

13. INTELLECTUAL PROPERTY

All materials and data which are submitted by Bidders shall become the sole property of U UW, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

14. INDEMNITY

Bidders shall be deemed by their submission of a proposal to agree to indemnify U UW and hold it harmless from any claim or liability and defend any action brought or legal step against U UW for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

15. GOVERNING LAWS AND RULES

- 15.1. The primary enabling legislation for this Bid is the PFMA,
- 15.2. This Bid is issued by U UW in terms of the SCM prescripts read with the PFMA, as the formal step of the procurement process.
- 15.3. Procurement will be carried out following prescribed legislation, which includes the Constitution, the PFMA the Preferential Procurement Policy Framework Act, Number 5 of 2000 and its regulations.
- 15.4. **Bidder’s Responsibilities**
 - 15.4.1. If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this Bid, the Bidders should notify U UW and U UW will provide clarification as to the intended position.
 - 15.4.2. To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the Bid, but such inconsistency is not identified by any Bidder and/or clarified by U UW prior to submission of the Bidder’s Proposal, the terms of the General Conditions of Contract shall prevail.

15.5. Contact Policy

- 15.5.1. Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of U UW or any other U UW official(s) who may be associated with this solicitation (other than the Bid contact persons as listed), without the prior written approval of U UW save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.
- 15.5.2. This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of U UW.
- 15.5.3. Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of U UW or any of U UW official(s) engaged in the Bid, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

15.6. **Corruption**

- 15.6.1. U UW is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Bid.
- 15.6.2. If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or other gratuity to any public official or employee of U UW, relevant authority, or consultant to U UW for the Bid either directly or through an intermediary, U UW reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.
- 15.6.3. U UW and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. U UW reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

15.7. **No partnership, No offer**

- 15.7.1. This Bid, initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with U UW shall enter into a Service Level Agreement.

15.8. **Independent Submission**

- 15.8.1. By responding to this Bid document each Bidder and its constituent Members certifies that:
- 15.8.1.1. its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.
 - 15.8.1.2. unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and
 - 15.8.1.3. no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 15.8.2. The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.
- 15.8.3. Any material failure on the part of a Bidder to comply with the Mandatory Requirements listed in this Bid, to the extent that same are not waived by U UW, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

15.9. Grounds for Disqualification

15.9.1. The following events, in addition to any other events contained in this Bid Document, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in U UW determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

- 15.9.1.1. an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member.
- 15.9.1.2. past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the procurement process, or any other government procurement process.
- 15.9.1.3. an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).
- 15.9.1.4. Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Bid on any matter concerning the Bid at any time during the procurement process, without due authority of the U UW, shall be disqualified from further participation in the procurement process.
- 15.9.1.5. Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.
- 15.9.1.6. Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for U UW constitutes a ground for disqualification.

15.10. Undertaking by Bidders

16.10.1 By signing a submission in response to this Bid Document, each Bidder signatory warrants that save as disclosed in writing to U UW , the response to this Bid Document and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to U UW, each Member of the Bidder has:

- 15.10.1.1. not passed a resolution nor is the subject of an order by the court for the company's winding-up.
- 15.10.1.2. not been convicted of a criminal offence relating to the conduct of its business or profession.
- 15.10.1.3. not committed an act of grave misconduct in the course of its business or profession.
- 15.10.1.4. fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.
- 15.10.1.5. not made any misrepresentation in providing any of the information required in relation to the above; and
- 15.10.1.6. not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

16. INCORRECT OR MISLEADING INFORMATION

announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Bidder or its constituent members, advisors and/or agents provided in response to this Bid.

DRAFT

17. AUTHORITY TO SIGN

Bid No: _____

Description: _____

Name of Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader:

Name: _____

Registration Number: _____ RESOLUTION OF THE

DIRECTORS OF THE COMPANY etc. RESOLVED that _____, in his/her

capacity as _____ is authorized to make applications on behalf of the

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for:

Any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business. Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader. (Sole member to sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

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

18. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this

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

- procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

19. SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	(To be completed by the organ of state)		(To be completed by the tenderer)	
	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
The promotion of South African-owned enterprises.	N/A	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

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

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

20. DECLARATION REGARDING CONTRACT PARTICIPATION GOALS [NOT APPLICABLE]

Mandatory Requirement 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.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **UMNGENI-UTHUKELA WATER**, do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against uMngeni-uThukela Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela Water for a period not exceeding ten (10) years.

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

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

DRAFT

21. DECLARATION TENDERER'S HEALTH AND SAFETY

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 the terms of reference/ Scope of Work. 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 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 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.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

PRO FORMA OHS NOTIFICATION

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:.....
6. 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:
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:.....

22. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from UW before the submission of this Bid Document, amending the Bid Document, have been taken into account in this Bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

23. OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (NOT APPLICABLE)

THIS IS TO CERTIFY THAT (NAME) _____

ON BEHALF OF (COMPANY) _____

ATTENDED THE COMPULSORY BRIEFING SESSION AT **UMNGENI-UTHUKELA WATER** AS FOLLOWS:

- **TIME** : [insert details]
- **DATE** : [insert details]
- **VENUE** : [insert details]

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

TENDERER'S SIGNATURE /REPRESENTATIVE

DATE: _____

UMNGENI-UTHUKELA WATER SCM REPRESENTATIVE
(PRINT NAME)

SIGNATURE

UMNGENI-UTHUKELA WATER'S STAMP

24. CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please indicate in the relevant block below that you have completed/attached the required documents and schedules that form part of your response

No.	Description	Yes/No
1.	SDB 1 - Tender notice and invitation to bid.	
2.	Certificate of Authority for signatory / Delegation of authority	
3.	SBD4 – Bidder's Disclosure	
4.	SBD 6.1 – Preference point claim form	
5.	Supporting documents to claim preference points	
6.	Record of Addenda issued (if any)	
7.	Registration on the National Treasury Database (proof)	
8.	Tenderer's Experience	
9.	Competency of Key Personnel	
10.	Registration Certificate / Agreement / ID Document	
11.	Any other mandatory (administrative or technical) requirement	
12.	A Joint Venture Agreement in case of a Joint Venture [where applicable]	
13.	Tax Compliance Status Letter Requirements	
14.	VAT Registration Certificate	
15.	Letter of Good Standing in terms of COID Act	
16.	Health and Safety Declaration	
17.	Insurance Requirements	
18.	Pricing Schedule	