

	REQUEST FOR PROPOSAL (RFP)
	TENDER 2022/016

You are hereby invited to submit a Request for Proposal for the following requirements

Description	UMGENI WATER BRAND PROMOTION AND PROFILING
RFP Reference No.	2022/016

RFP Date issued:	29 November 2021 to 10 December 2021
RFP Closing Date:	20 January 2022

Supplier Name:	
Supplier's Representative:	
Title/Position:	
Address:	
Telephone:	
Email:	

With reference to above RFP, you are invited to submit a Proposal. The Proposal is for the provision of Brand Promotion and Profiling Services

UW Details	
Purchaser's Representative:	Mbali Ngema
Title/Position:	Buyer
Address:	310 Burger Street, Umgeni Water
Telephone:	[033 341 1323]
Email:	[mbali.ngema@umgeni.co.za]

Think water, think Umgeni Water

Advert Date:	29 November 2021		
RFP Ref Number:	2022/016		
Description of Services:	UMGENI WATER BRAND PROMOTION AND PROFILING		
Closing/Due Date:	20 January 2022	Closing Time:	12h00
Compulsory virtual Briefing / Clarification meeting:	N/A		
Documents Obtainable From:	UMGENI WATER (HEAD OFFICE) Supply Chain Management Unit 310 Burger Street, Pietermaritzburg, 3201		
SCM Procedure Enquiries may be directed to:	Mbali Ngema Tel No. 033 341 1323 Email Address: mbali.ngema@umgeni.co.za		
Submissions:	Proposals clearly marked, REQUEST FOR PROPOSAL FOR THE PROVISION OF UW BRAND PROMOTION AND PROFILING UMGENI WATER (HEAD OFFICE) 310 Burger Street Pietermaritzburg, 3201		
Technical Enquiries: (PM – Details)	Contact Person: Thokozani Hammond Email: thokozani.hammond@umgeni.co.za Tel : 033 – 3411368		

Information about the Tenderer

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

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

Name of tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

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T1.1 TENDER NOTICE AND INVITATION

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.

UMGENI WATER BRAND PROMOTION AND PROFILING: 36 months

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

Only tenderers who fulfil the following criteria are eligible to submit proposals:

Tenderers key personnel (Project Manager and Campaign Manager) must be registered (and be in good standing) with the Marketing Association of Southern Africa (MASA)

Evaluation method:

The Bids will be evaluated and adjudicated as follows:

Qualification – evaluation of compliance with Pre-Qualifying Criteria

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be valued further.

First stage – Functional evaluation

The first stage of evaluation will be based on the functional criteria set out in this RFP. Only those Bidders which score 70% or higher during the functional evaluation will qualify to progress to the second stage of the evaluation process.

Second Stage-Presentation

Those Bidders which have passed the pre-qualification and first stages of the tender process will be subject to a Presentation. Tenderers that score 75% and above in the presentation will be eligible for invitation to quote for the tender.

The Bidder that scores the highest number of points for price and preference combined will be considered.

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

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

F.3.8 Test for responsiveness

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

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

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

Delete this Clause in its entirety and substitute with:

“F.3.11.5 Functionality

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

Clause F.3.11.9 Scoring Quality

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

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is Umgeni Water
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2 : Returnable documents VOLUME 2 – Terms and Conditions of RFP Part P1: Conditions of Proposal
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is: <u>Tender Queries</u> Name: Mbali Ngema Address: 310 Burger Street Tel: 033 341 1323 E-mail: mbali.ngema@umgeni.co.za
	F.1.5 The Employer's right to accept or reject any tender offer
F.1.5.2	The minimum period will be 4 months
	F.2.1 Eligibility
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: - An original valid Tax Clearance Certificate or a Tax Compliance status letter (with Pin) issued by the South African Revenue Services - The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - The Tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - The Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially

	compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; e) The Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor f) Tenderer's key personnel (Project Manager and Campaign Manager) must be registered (and be in good standing) with the Marketing Association of Southern Africa (MASA) (valid proof of registration must be attached)
	F.2.13 Submitting a tender offer
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	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the tender offer outer package are: Tender Number Title of Tender Closing Date Closing Time Tenderer's Name Tenderer's Address Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued. 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.
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender .
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is one hundred and twenty (120) days from the closing date .
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20 (n/a)	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.

	F.2.23 Certificates															
F.2.23	The Tenderer is required to submit with his tender: 1) An original valid Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) A valid original or a certified copy B-BBEE status level certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of the COID Act 5) Certificate of Independent Bid Determination 6) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 7) Company Registration Certificate 8) Team members (Project Manager and Campaign Manager) must be registered with (Marketing Association of Southern Africa (MASA)															
	F.3.4 Opening of tender submissions															
F.3.4	Proposals shall be opened immediately after the closing time for as stipulated in T1.1 Tender Notice and Invitation to Tender .															
	F3.8 Test for responsiveness															
F.3.8	The minimum qualifying Functionality Evaluation Score shall be (70%)															
	F.3.11 Evaluation of tender offers															
F.3.11.3 F.3.11.7 F.3.11.8	Proposals that have scored 70% and above on the functionality evaluation score shall be invited to present their methodology within the context of the business of Umgeni Water, their team and value adding services they shall offer whilst executing the UW Brand Promotion and Profiling proposal. The service provider that is ranked the highest in the presentation combined with the price and preference points shall be recommended for award of the contract in line with the terms and conditions of Umgeni Water.															
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><td></td><td>Returnable Schedule</td><td>Weighting %</td></tr><tr><td>T2.2.09</td><td>Tenderer's Experience</td><td>40%</td></tr><tr><td>T2.2.12</td><td>Experience of Key Personnel Assigned to the Work</td><td>20%</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>40%</td></tr><tr><td></td><td>TOTAL</td><td>100%</td></tr></table> <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> 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.		Returnable Schedule	Weighting %	T2.2.09	Tenderer's Experience	40%	T2.2.12	Experience of Key Personnel Assigned to the Work	20%	T2.2.12	Method Statement	40%		TOTAL	100%
	Returnable Schedule	Weighting %														
T2.2.09	Tenderer's Experience	40%														
T2.2.12	Experience of Key Personnel Assigned to the Work	20%														
T2.2.12	Method Statement	40%														
	TOTAL	100%														

	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1) and one (1) copy on USB.
	F3.18 Provide written reasons for actions taken
F3.18	Refer to Section 39 of the Supply Chain Management Policy.
F3.19	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 Note that appeals not addressed to the abovementioned email will not be considered. Umgeni Water's Standard Conditions of Tender and Conditions of Contract are available on Umgeni Water's website www.umgeni.co.za/sustainable_development/sud.asp Umgeni Water reserves the right to award the Contract in whole or in part.

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 Declaration of Interest		T2.9
T2.2.3 Declaration of Tenderer's Past Supply Chain Management Practices`		T2.12
T2.2.4 Tax Compliance Status Letter Requirements		T2.14
T2.2.5 Proof of Attendance at the Compulsory Clarification Meeting/ Site Meeting	N/A	T2.16
T2.2.6 Certificate of Independent Bid Determination		T2.17
T2.2.7 Contract Participation Goals (CPG)		T2.20
T2.2.8 Tenderer's Previous Experience		T2.24
T2.2.9 Experience of Key Personnel		T2.27
T2.2.10 Proposed Organization And Staffing/ Structure And Resources		T2.30
T2.2.11 Method Statement/Audit Process		T2.31
T2.2.12 Second Stage Evaluation – Based on Presentation		T2.33
T2.2.13 Registration Certificate / Agreement / ID Document		T2.34
T2.2.14 Amendments, Qualifications and Alternatives		T2.35
T2.2.15 Record of Addenda to Tender Documents		T2.37
T2.2.16 VAT Registration Certificate		T2.38
T2.2.17 Schedule of Proposed Sub-Consultants		T2.39
T2.2.18 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.40
T2.2.19 Letter of Good Standing in terms of COID Act		T2.47
T2.2.20 Pro forma OHS Notification	N/A	T2.49
T2.2.21 Letter of Intent to provide Professional Indemnity		T2.50
T2.2.22 Registration Certificates		T2.51

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.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on 20

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on 20.....

Mr/Mrs , Mr/Mrs

Mr/Mrs and Mr/Mrs

(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on 20.....

Mr/Mrs

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.2.2 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

T2.10

Position occupied in the state institution:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

T2.11

3 Full details of directors / trustees / members / shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature.....
Date.....
Position.....
Name of bidder

T2.12

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

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

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

T2.13

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

T2.15

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

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

FOR INFORMATION USE ONLY

T2.16

**T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE VISIT
(NOT APPLICABLE)****CERTIFICATE OF ATTENDANCE**TENDER No. **2021/109**

This is to certify that

(Tenderer)

of (address)

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

(location)

on (date)

starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This section must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

T2.19

9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.7 CONTRACT PARTICIPATION GOALS

Objective

The objective of Umgeni 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.

T2.21

- 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 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.
- 1. Payment to the Service Provider – on the last day of the following month;
- 2. 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
- 3. 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**.

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 I or 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;

T2.23

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

T2.24

T2.2.8 TENDERER'S PREVIOUS EXPERIENCE

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.

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 will be used. If a separate table is prepared, it shall be put in tabular form with the same headings.

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Company (Where the service was provided) & Type of Company (Name & Sector)	Client/Employer	Client reference Contact Details

FIRST STAGE EVALUATION – BASED ON FUNCTIONALITY (70%)

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

Weighting = 40%

Description	Max Possible Score
1. Company experience in managing the contracts / projects relating to Brand Promotion and Profiling services. Tenderers must submit reference letters which <u>must</u> indicate completed and current contracts Failure to submit reference letters for the contracts indicated in the table above, will earn zero points. 1.1. Tenderers Experience : Scoring (Max 40 points) • Less than 1-year experience = 0 points • 1 to 2 years' experience = 5 points • 3 to 4 years' experience = 10 points • 5 to 6 years' experience = 15 points • 7 to 8 years' experience = 20 points • 9 to 10 years' experience = 25 points • Thereafter 5 additional points for every year up to a maximum of 40 points	40

TENDERER'S EXPERIENCE (Continued)

INSERT HERE

Proof of valid appointment / reference letters dated and signed to include client name, contact person name and surname, email address, valid office telephone number

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T2.2.9 EXPERIENCE OF KEY PERSONNEL

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

- A. Project Manager
- B. Campaign Manager
- C. Marketing/Communications Specialist

Project Manager and Campaign Manager must be registered with MASA.

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 T2.2.21

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.

T2.28

Scoring of the experience of key staff will be as follows:

Weighting = 20%

Description	Score	Maximum Score
The proposed team including CVs showing experience in project of similar nature. This will include details of experience of the Project Manager, Campaign Manager & Marketing/Communications Specialist Experience of Project Manager 1 to 2 years' experience = 5 points 3 to 4 years' experience = 10 points 5 to 6 years' experience = 15 points 7 to 8 years' experience = 20 points 9 to 10 years' experience = 25 points - Thereafter 5 additional points for every year up to a maximum of 40 points Experience of Campaign Manager 1 to 2 years' experience = 5 points 3 to 4 years' experience = 10 points 5 to 6 years' experience = 15 points 7 to 8 years' experience = 20 points 9 to 10 years' experience = 25 points - Thereafter 5 additional points for every year up to a maximum of 40 points Experience of Marketing / Communication Specialist 1 to 2 years' experience = 2 points 3 to 4 years' experience = 4 points 5 to 6 years' experience = 6 points 7 to 8 years' experience = 8 points 9 to 10 years' experience = 10 points - Thereafter 2 additional points for every year up to a maximum of 20 points	40 40 20	100

T2.29

EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION USE ONLY

T2.30

T2.2.10 PROPOSED ORGANIZATION AND STAFFING/ STRUCTURE AND RESOURCES

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.

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.11 METHOD STATEMENT/ AUDIT PROCESS

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

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

The critical areas are as follows (but not only limited to these aspects): Tenders should put together a fully integrated marketing/communications strategy and implementation plans that clearly outlines requirements of Scopes of work. Critical areas are

- **Strategic Public Relations and content development**
 1. Strategic Public Relations and content development
 2. Brand promotions and Profiling Initiatives
 3. Social Media Optimization website management
 4. Identify and propose platforms and/or ideas to maximize campaign advantage and partnerships in market.
 5. Provision of Portfolio of evidence of similar work done (not older than 3 years)

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

The scoring of the approach paper will be as follows:
Weighting =40%

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

T2.32

METHOD STATEMENT (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.12 SECOND STAGE EVALUATION – BASED ON PRESENTATIONS

1	PRESENTATION TO UMGENI WATER EVALUATION TEAM	Points	100
	The requirements for the Presentation and evaluation thereof are as follows: -Presentation must demonstrate a thorough understanding Umgeni Water and its objectives as per clear requirements of scope of works. - Present a fully integrated marketing/communications strategy and implementation plans) - Clearly outline communication / brand promotions initiatives to be used - Provision of Portfolio of evidence of similar work done (not older than 3 years) The Tenderer must as such demonstrate in a presentation the understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.	• Presentation demonstrates most of the requirements – 100 points • Presentation demonstrates some or acceptable understanding and experience of the requirements – 60 points • Presentation demonstrates poor or no understanding and experience of the requirements – 30 points	

T2.2.13 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

T2.2.14 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.

T2.36

(3) *Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]*

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date

T2.2.15 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.

ADDENDU M No	DATE	TITLE OR DETAILS

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

.....
Date

T2.2.16 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.2.17 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

Signature Date

Name Position

Tenderer

T2.2.18 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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:

POINTS

1.3.1.1 PRESENTATION 80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 20

Total points for Price and B-BBEE must not exceed 100

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;

T2.41

- 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;

T2.42

- 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:

80/20

or

90/10

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

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

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

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2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted? %
- ii. the name of the sub-Supplier?
- iii. the B-BBEE status level of the sub-Supplier?
- iv. whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the

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foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the Employer that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Employer may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

SIGNATURE(S) OF TENDERER(S):

DATE:.....

ADDRESS:.....

WITNESSES:

1.

2.

.../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.

FOR INFORMATION USE ONLY

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**T2.2.19 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

FOR INFORMATION USE ONLY

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

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

Declaration by Tenderer

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

SIGNATURE: DATE:

NAME (Print).....

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

T2.2.20 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.]

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

FOR INFORMATION USE ONLY

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T2.2.21 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.22 REGISTRATION CERTIFICATES

FOR INFORMATION USE ONLY

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (RFP)

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated.
5. Bid documents submitted, must be complete in all respects. (All sections must be completed).
6. Bids must be submitted at the address indicated, not later than the closing time specified for their receipt, and in accordance with the directives in the bid document.
7. A specific box is provided for the receipt of proposals, and no proposal found in any other box or elsewhere subsequent to the closing date and time of tender will be considered.
8. No proposal submitted by telefax, telegraphic or other electronic means will be considered.
9. Any alteration made by the bidder must be initialled. Use of pencil and correcting fluid is prohibited.
10. All consortia/joint ventures must submit individual company valid and original Tax Clearance Tax Clearance Certificates and each individual company must be registered on the National Treasury's Central Suppliers Database. (Where required, individual company profiles must be included).
11. Proposals must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated
12. There is no pricing expected in this RFP. The evaluation will solely be based on the Functional criteria and presentations
13. This document may contain confidential information that is the property of Umgeni Water
14. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFP, without prior written permission from Umgeni Water and the Tenderer.
15. All Copyright and Intellectual Property herein vests with Umgeni Water and the Tenderer.
16. Late and incomplete submissions will not be accepted
17. Umgeni Water reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
18. Bidders must attach all required annexures.
19. Umgeni Water is not obligated to accept any of the proposals submitted and reserves the right to cancel the tender at any time.

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

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.
http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

CONDITIONS OF PROPOSAL

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

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this proposal or any related quotations by completion of the Declaration of Interest Section.
7. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

SIGNED ON THIS _____ DAY OF _____ 20 _____ AT _____

SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME) _____

CAPACITY OF SIGNATORY _____

NAME OF CONTACT PERSON (IN BLOCK LETTERS) _____

POSTAL ADDRESS _____

POSTAL CODE _____

TELEPHONE NUMBER: _____

P1.4

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

FOR INFORMATION USE ONLY

1. INTRODUCTION

1.1 Status Quo

Umgeni Water is a state owned business enterprise and it operates within the South African legislative parameters of the Water Services Act 108 of 1997, Public Finance Management Act 1 of 1999 and Public Audit Act 25 of 2004. Umgeni Water treats wastewater at nine (9) Wastewater Works of varying sizes and complexities, ranging from 0.5 Ml/d to 75 Ml/d.

1.2 Brief Overview of the Project – 3 Year Contract

Umgeni Water seeks to acquire the services of a qualified Marketing/Communications service provider, and is requesting proposals from interested service providers for the development and execution/delivery of a Brand Promotion and Profiling strategy.

Umgeni Water requires to have a constant brand presence in the market. Umgeni Water plans to increase its brand awareness in its operational area, and beyond, in order to ensure that all stakeholders are educated in relation to the organisations mandate, achievements, its core service offerings and how the public can access its services.

This will be achieved through the utilisation of various available media and marketing platforms to create a positive brand image in the market. Currently a limited awareness of the role and functions of the Organisation prevails amongst its stakeholders. Various strategies are required to strengthen the profile and brand value of the organisation.

The successful service provider will engage directly with the Brand & Marketing team responsible for each respective deliverable.

2. OBJECTIVES

The objective of this RFP is to have a multi-disciplinary professional service provider that will develop Marketing /Communication strategy that will elevate the UW brand using available communications and marketing mediums and to promote the brand of the organisation.

Umgeni Water recognizes the need to communicate its programs more clearly to its stakeholders and the public at large. Umgeni Water also needs to identify itself as a positive force within the communities. Our communication goals include:

- a) Increase awareness of and interest in Umgeni Water;
- b) Display and maintain a more visible presence in the community;
- c) Explain our water supply situation and plans for addressing our water supply shortage;
- d) Promote the need for conservation practices and the existence and benefits of Umgeni Water's water-saving programmes;
- e) Communicate our commitment to maintaining high environmental standards;
- f) Strengthen customer confidence in the high quality of the water we provide;
- g) Be accountable to stakeholders for money spent by the entity

3. SCOPE OF WORK

3.1 Description of the services - Key aspects to include:

The brand positioning strategy should include – but not be limited to – the following elements: An environmental analysis, a breakdown of target audience and key stakeholders; key objectives, recommended promotional mix and communication channels, key messages, references and considerations of best practices in this domain; recommendations on positioning; suggested campaigns; and evaluation processes to measure progress and success. In recommending the elements of the promotional mix, consideration must include (but not be limited to) traditional media; digital and social media; as well as advertising and sponsorship

3.2 Strategic Public Relations and content development

Management of all public relations services. This includes but is not limited to development of the PR strategy as well as the development and execution of PR Plan, reputation management strategy and plan, writing services (speech writing, press releases, editorials, and blogs, and website, newsletters, marketing material, opinion and thought leadership articles), media training, building relationships with relevant media and key opinion leaders. As part of reputation management, the service provider will be expected to monitor UW's mentions in all media platforms using a tool that UW already subscribes to.

3.3 Evidence and information gathering:

Recommendations must be rooted in evidence, either market data or data obtained through interviews with UW's functionaries and stakeholders. UW officials who will make themselves available for information gathering include: UW's Executives; project leaders; business development officials; and communication managers. The appointed service provider will collect existing data and reports relevant to the project, and obtain new information as needed for all aspects of the project. UW's Brand and Marketing, Strategy Office, Company Secretariat and Stakeholder Management Units/departments will provide 1) details of UW's strategy 2) all organisational communication policies 3) details of earlier external communication campaigns and 4) issue management reports (where applicable).

3.4 Secondary or supplementary deliverables

The brand positioning strategy should contain clear communication objectives in response to UW's strategic objectives and current context (outlined in section 1) and how these objectives will be best achieved. Baseline communications objectives should include, but are not limited to:

- a) Raising the UW's visibility and profile in the public
- b) Engaging with stakeholders
- c) Creating a supportive communication climate to support the sale and uptake of water utility research, development and innovation to the relevant stakeholders, heeding the water services sector, which represent UW's focus.
- d) Supporting the organisation in attracting top talent and scarce skills
- e) Promoting UW's Learning Academy and Water Education Programme,
- f) Entrenching Umgeni Water values and creating staff alignment
- g) Advance change management efforts of UW internally and externally.

3.5 Advertising/Marketing:

- a) Strategic research and plan development for various programs/services.
- b) Create coordinated advertising campaigns (print, broadcast, digital, online, email, etc.) to include written plan, including objectives, audience description, strategies, tactics and budgets.
- c) Creative strategy and design (collaterals, reports, advertising and visual display, broadcast or social media materials).
- d) Concept development, including quality graphic design.
- e) Develop original copy (text), copywriting and editing.
- f) Media planning & buying: media negotiations,

3.6 Media planning, buying and placement –

- (a) Develop and execute an integrated media strategy which includes, media research and analysis, media buying strategy, platform selection etc. Included in the above should also be media placement proposed costings and production timelines based on the proposed media schedules.
- (b) The service provider must demonstrate media value and savings as well as develop a concrete social media strategy using tools like: Facebook, Twitter, LinkedIn and Instagram.
- (c) Develop and pitch storylines and press releases, fact sheets and industry highlights to the media; coordinate media interviews & press conferences.
- (d) Identify and submit UW, its board of directors and/or clients for industry award opportunities.
- (e) Support communication efforts (i.e. blog posts, monthly eNewsletters, etc.) as needed.
- (f) Develop and maintain targeted media lists (local, trade, national and international).

3.7 Account Management & Reporting:

- a) Meet with UW staff as needed for the purposes of carrying out initiatives.
- b) Maintain internal procedures that ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for media space, time, preparation and services.
- c) Prepare cost schedules and project sheets for advertising expenditures and other related costs and secure UW's approval of all expenditures with regard to authorized advertising by submitting preproduction estimates.
- d) Provide monthly and quarterly status reports, or as otherwise requested, to the UW updating the progress of all projects.
- e) Provide monthly, quarterly and annual performance cost analysis for project investment.
- f) Develop analytical data reports and KPI's in collaboration with UW leadership to measure overall effectiveness and performance, and provide detailed reports monthly.

NB: It should be noted that strategic communication plans, creative strategies and other input will come in large part from UW in consultation with the selected service provider/s. In addition, the Service provider(s) should be able to recommend strategies to expand the impact of advertising/marketing campaigns allowing for the broadest possible exposure to the target audiences within the available budget.

The selected Service provider(s) must provide creative briefs before each campaign or individual project outlining the goals(s), objectives, audience, strategies, budget and measurement. The selected Service provider(s) must demonstrate ability to strategically plan, integrate, manage and execute an assortment of marketing projects. New and emerging technology opportunities are consistently being introduced and the selected Service provider(s) must be able to identify, evaluate, recommend, develop and execute, and/or manage the execution of these opportunities.

Research, branding and outreach strategies will use a holistic outreach approach that leverages a combination of communication channels to maximize message penetration. These may include dynamic information system, a broad-scale marketing campaign, and targeted deep-dive campaigns into specific communities using community-based organizations (CBOs) and any other avenues available to the organisation for access to the targeted audiences to maximize impact.

4 BID Response Submission Format and Requirements (Returnable Schedules)

4.1 Proposal Format:

- a) **Communication landscape:** Provide a summary outlining some of the key consideration in the current South African communication background in respect of the UW's anticipated target audience and appetite for consumption of technology information in terms of Brand Promotion and Profiling.
- b) **The approach:** Provide a summary of the approach to be taken in the development of a Marketing/communication strategy based on the information supplied in this proposal, as well as some of the expected outcomes.
- c) **Project management:** Provide a summary of the project management measures required to ensure that the project is completed on time, within budget and in accordance with applicable laws, policies, and standards. The deadline for delivery of the strategy, in electronic format, is eight weeks after the contract was awarded. (maximum two pages)
- d) **Record of accomplishment:** Provide at least three written client references on the referees' letterhead providing your company's track record in the development of Marketing/communication strategy and subsequent implementation and success.
- e) **The team:** Provide the list of senior team members and their brief profiles especially those who will be in charge of this project.
- f) The proposal must include travelling in and around KZN to ensure face-to-face interviews with designated UW staff and stakeholders. Assume one week spent on-site at UW Head Office in Pietermaritzburg for information gathering
- g) The strategy should be a cohesive, realistic, well researched, written and edited document, and all costs for this must be included. Cost should also include converting the strategy to a suitable presentation format.
- h) Costing must be included in the proposal for presenting the strategy to various decision-makers, with the need to incorporate feedback during each round of presentation, for the next round of presentation

4.2 BID Response Requirements

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

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

- 1) Name of the lead service provider and sub-consultants, if any;
- 2) Primary Contact Person (name, title, email address and phone #);
- 3) Project Manager (name, title and phone number);
- 4) Company profile (Qualifications and technical competence to provide required services);

- 5) Description of similar experience on projects related to the Project Description;
- 6) Three references with current contact information (name, title, email address, and phone number);
- 7) Proposed project team and a description of their education and experience directly related to the Scope of Work. Provide one- to two-page CV for up to 5 key staff as an appendix to the proposal;
- 8) A proposed approach to accomplishing the work described in scope of work.

Submissions must clearly address each scope of work component proposed separately.

Submissions should include relevant materials produced for other clients. Including, where appropriate, descriptions of relevant campaigns and goals, challenges the agency overcame, and solutions that ultimately achieved the goals. Materials should demonstrate the service provider's holistic approach to their services. Respondents are encouraged to send publications, videos, web links, and any other evidence of accomplishments.