



TENDER NO: 2023/039

**NCWABENI OFF-CHANNEL STORAGE DAM:
APPOINTMENT OF AN ENVIRONMENTAL CONTROL OFFICER (ECO)**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Sphamandla Mthembu
Telephone: 033 341 1325

Name of Tenderer: _____

National Treasury CSD Number: _____

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

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Tender Number: 2023/039

Tender Title: Cwabeni Off-Channel Storage Dam - Appointment of an Environmental Control Officer (ECO)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

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

ENVIRONMENTAL CONTROL OFFICER FOR THE CWABENI OFF-CHANNEL STORAGE DAM CONSTRUCTION.

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

The Environmental Control Officer (ECO) must have a Bachelor's Degree in Social Science/ Natural Sciences/ Environmental Sciences/ Environmental Engineering or Agricultural Engineering.

The successful Environmental Control Officer will have the following competencies:

Proven experience in auditing of construction projects. A minimum of 3 years working experience as an ECO on construction projects of a similar nature or water related projects;
Working knowledge in ecology/ biodiversity, with the ability to identify vegetation species;
Knowledge of alien vegetation control requirements;
Knowledge of wetland protection, management and reinstatement requirements; and
Good communication skills both verbal and written.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with uMngeni-uThukela Water's BBBEE policy initiative.

Evaluation method:

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

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

Price and Preference goals

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 or 90/10 preference point system is applicable: points for this bid shall be awarded for:
 - a) Price; and (80 or 90) and Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.
Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below

T1.4.

	Description	80/20	Evidence to be provided
HDI	The entity which is at least 51% women owned	5	BBBEE Certificate/ Sworn Affidavit
HDI	The entity which is at least 51% youth owned	5	Valid CSD Report / CIPC Registration Certificate
RDP	The promotion of SMME's, QSE's and or EME'S	5	Valid CSD Report/ BBBEE Certificate
RDP	The promotion of enterprises located in KwaZulu-Natal	5	Lease Agreement/ Municipal Account/ Letter from the Traditional Authority.
Total points for preferential goals		20	

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

The physical address for submission of Tender documents and the submission of Tenders is:
uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.

A compulsory clarification meeting with representatives of uMngeni-uThukela Water and will take place virtually via MS Teams on 02 August 2023 starting at 09h30 (Link will be provided closer to the date).

The closing time for submission of Tenders is **12h00 on 14 August 2023.**

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

uMngeni-uThukela's Standard Conditions of Tender are available on uMngeni-uThukela's website:
<https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf>

Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar 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.

For any other Tender adverts, please visit this website.

uMngeni-uThukela Water Reserves the Right to Award the Contract In Whole or In Part.

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

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

<https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf>

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

F.3.8 Test for responsiveness

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

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

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

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

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 uMngeni-uThukela 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 – Offer, Contract, Price and Scope of Work Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is : Mbali Dlamini

T1.6.

	<u>Tender Queries</u> Name: [Mr Sphamandla Mthembu] Address: [310 Burger Street, Pietermaritzburg] Tel: [(033) 341-1325] E-mail: [Spha.Mthembu@umgeni.co.za]
	F.2.1 Eligibility
F.2.1	UMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria: a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with uMngeni-uThukela Water's BBBEE policy initiative. c) The Environmental Control Officer (ECO) must have a Bachelor's Degree in Social Science/ Natural Sciences/ Environmental Sciences/ Environmental Engineering or Agricultural Engineering.
	F.2.7 Clarification meeting
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers shall be considered.
	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 Tender Title 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

T1.7.

	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 120 calendar days from the closing date.															
	F.2.20 Submit securities, bonds, policies, etc.															
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.															
	F.2.23 Certificates															
F.2.23	The Tenderer is required to submit with his tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Company Registration Certificate 4) Registration Certificates of Professional bodies															
	F.3.4 Opening of tender submissions															
F.3.4	Tenders shall be opened immediately after the closing time for tenders 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(seventy) points															
	F.3.11 Evaluation of tender offers															
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionalty, Price and Preference)															
F.3.11.3	The following preference point systems are applicable to all Tenders:															
(4c)	1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and															
(5c)	2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received															
F.3.11.7	Scoring Price															
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: <table><tr><th></th><th>Returnable Schedule</th><th>Weighting %</th></tr><tr><td>T2.2.08</td><td>Tenderer's Experience</td><td>30</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>50</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>10</td></tr><tr><td>T2.2.13</td><td>Preliminary Programme</td><td>10</td></tr></table>		Returnable Schedule	Weighting %	T2.2.08	Tenderer's Experience	30	T2.2.10	Experience of Key Personnel	50	T2.2.12	Method Statement	10	T2.2.13	Preliminary Programme	10
	Returnable Schedule	Weighting %														
T2.2.08	Tenderer's Experience	30														
T2.2.10	Experience of Key Personnel	50														
T2.2.12	Method Statement	10														
T2.2.13	Preliminary Programme	10														

	<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.
	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).
	F3.18 Provide written reasons for actions taken
F3.18	Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calender 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. uMngeni-uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on uMngeni-uThukela 's website https://www.umgeni.co.za/supplier-documentation/ uMngeni-uThukela Water reserves the right to award the Contract in whole or in part.

T2.9.

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		T2.13
T2.2.2 Bidders Disclosure		T2.20
T2.2.3 Tax Compliance Status Letter Requirements		T2.23
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		T2.25
T2.2.5 Contract Participation Goals (CPG)	N/A	T2.26
T2.2.6 Tenderer's Experience		T2.30
T2.2.7 Key Personnel Assigned to the Work		T2.33
T2.2.8 Experience of Key Personnel		T2.34
T2.2.9 Proposed Organization and Staffing	N/A	T2.37
T2.2.10 Method Statement		T2.39
T2.2.11 Preliminary Programme		T2.41
T2.2.12 Registration Certificate / Agreement / ID Document		T2.43
T2.2.13 Amendments, Qualifications and Alternatives		T2.44
T2.2.14 Record of Addenda to Tender Documents		T2.46
T2.2.15 VAT Registration Certificate		T2.47
T2.2.16 Schedule of Proposed Sub-Consultants		T2.48
T2.2.17 Proof of Purchase of Tender Document		T2.49
T2.2.18 Letter of Good Standing in terms of COID Act		T2.50
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2022		T2.51
T2.2.20 Tenderer's Financial Standing		T2.63
T2.2.21 Tenderer's Health and Safety Declaration		T2.64
T2.2.22 Pro forma OHS Notification		T2.65
T2.2.23 Letter of Intent to provide Professional Indemnity		T2.67
T2.2.24 Registration Certificates		T2.68
T2.2.25 Central Supplier Database (CSD) Report		T2.69

T2.10.

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:

T2.11.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

DRAFT

T2.12.

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

T2.13.

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

T2.14.

E. CO-OPERATIVE

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

By resolution of members at a meeting on 20.....

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs , Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

T2.16.

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 on20

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:

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

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

T2.18.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

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T2.20.

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

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

DRAFT

T2.21.

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

CERTIFICATE OF ATTENDANCE

TENDER No. [2023/039]

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:

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

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

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

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

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

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

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

Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:

T2.23.

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

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

- uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, uMngeni-uThukela Water reserves the right to intervene to resolve the disagreement.
- 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**.

T2.24.

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:

uMNGENI-UTHUKELA WATER

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

T2.25.

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

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.26.

T2.2.6 TENDERER'S EXPERIENCE | 30

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work. Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed on Page T2.27 and submit only projects relevant to the functionality score for assessment.

Tenderers should briefly summarize their company's experience (and that of any specialist sub-consultants, joint venture partners or consortium members) relevant to the scope of work.

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

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Size/Capacity (of Infrastructure to be Designed)	Client/Employer	Client reference Contact Details

T2.27.

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

DESCRIPTION	MAX POSSIBLE SCORE
Company experience as an Environmental Control Officer on infrastructure projects during construction and/or rehabilitation phases. (Submit reference letters as proof of previous experience). • 1 project – 15 points, • 2 projects – 30 points • 3 projects – 45 points, • 4 projects – 60 points, • 5 projects – 70 points, 5 additional point for every project more than 5 projects to a maximum of 100 points	100

T2.28.

T2.2.6 TENDERER'S EXPERIENCE (Continued)

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T2.29.

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

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

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

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

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Environmental Control Officer	

T2.30.

T2.2.8 EXPERIENCE OF KEY PERSONNEL | 50 |

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

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

A. Environmental Control Officer |

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 T2.2.23

Each CV should be structured under the following headings:

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

The scoring of the experience of Key Personnel shall be as follows: | |

Experience of Key Personnel as an Environmental Control Officer on infrastructure projects during construction and/or rehabilitation phases. Projects undertaken: • 1 project – 30 points, • 2 projects – 45 points, • 3 projects – 60 points, • 4 projects – 70 points, 5 additional points for every project more than 4 projects to a maximum of 100 pointsThe proposed study team for the study including CV's showing experience in projects of a similar nature. This must include details of the Study Leader; back-up Study Leader and support team proposed for project and must demonstrate the overall multi-disciplinary capability of the team and internal support structures.	100
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T2.31.

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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T2.32.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING | NOT APPLICABLE

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

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

T2.33.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

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T2.2.10 METHOD STATEMENT [10]

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

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

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

The scoring of the approach paper will be as follows:

Technical approach and methodology	
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 60)	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 80)	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.

T2.35.

T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

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T2.36.

T2.2.11 PRELIMINARY PROGRAMME | 10

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

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

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

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows:

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 60)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 80)	Programme is considered realistic and includes the main components and sub-components and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

T2.37.

T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

Insert additional schedules here and update Part C table with the additional appropriate schedules within Part C

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T2.38.

T2.2.12 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

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T2.39.

T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

T2.40.

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date

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T2.41.

T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

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T2.2.15 VAT REGISTRATION CERTIFICATE

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

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T2.43.

T2.2.16 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

Signature Date

Name..... Position

Tenderer.....

T2.44.

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT [NOT APPLICABLE]

INSERT HERE

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T2.45.

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

INSERT HERE

[Note only insert if applicable if not then omit and delete this note]

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T2.46.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

T2.47.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity which is at least 51% women owned	5	
The entity which is at least 51% youth owned	5	
The promotion of SMME's, QSE's and or EME'S	5	
The promotion of enterprises located in KwaZulu-Natal	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

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that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

T2.2.20 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

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

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

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

T2.51.

T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

T2.2.22 PRO FORMA OHS NOTIFICATION

NOT APPLICABLE TO THIS TENDER

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

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

1. (a) Name and postal address of Supplier:

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

- (b) Name of Supplier's contact person:

Telephone number:

2. Supplier's compensation registration
number:.....

3. (a) Name and postal address of
Purchaser:.....

- (b) Name of Purchaser's contact person or agent:.....

Telephone

number:.....

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name of designer's contact person:.....

Telephone

number:.....

5. Name of Supplier's construction supervisor on site appointed in terms of Regulation 6(1):

Telephone number:.....

6. Name/s of Supplier's sub-ordinate supervisors on site appointed in terms of regulation 6(2).

.....

T2.53.

7. Exact physical address of the construction site or site office:
.....
.....
.....
8. Nature of the construction work:.....
9. Expected commencement date:.....
10. Expected completion date:.....
11. Estimated maximum number of persons on the construction site:
.....
12. Planned number of Sub-contractors on the construction site accountable to Supplier:
.....
13. Name(s) of Sub-contractors already chosen:
.....
.....
.....
.....
.....

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.54.

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

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

INSERT HERE

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T2.2.24 REGISTRATION CERTIFICATES

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

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T2.56.

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

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TENDER NO: 2023/039

TENDER TITLE:

CWABENI OFF-CHANNEL STORAGE DAM –
APPOINTMENT OF AN ENVIRONMENTAL CONTROL OFFICER (ECO)

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

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Sphamandla Mthembu
Telephone: (033) 341 1325

Name of Tenderer: _____

National Treasury CSD Number: _____

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

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C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **an Environmental Control Officer for the construction and rehabilitation of the Cwabeni Off-Channel Storage Dam Project**.

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

..... Rand;

(in figures) R.....

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

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

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

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

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

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

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

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* UMngeni-uThukela Water

Address 310 Burger Street, Pietermaritzburg

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

AS WITNESS

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

Date:

C: SCHEDULE OF DEVIATIONS

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

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

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

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

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

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

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

FOR THE TENDERER:

Signature:
Name:
Capacity:
Tenderer: *(Name and address of organization)*

Witness:

Signature:
Name:
Date:

FOR UMNGENI UTHUKELA WATER

Signature:
Name:
Capacity:

Witness:

Signature:
Name:
Date:

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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

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

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will be applicable

3. Progress Measurement and Payments

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is UMngeni-uThukela Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Phumi Molefe The address for receipt of communications is: Telephone: 033 341 1037 Facsimile: E-mail: phumi.molefe@umgeni.co.za Address: 310 Burger Street , Pietermaritzburg, 3201
1	The Project is for the appointment of a suitably qualified and competent Environmental Control Officer to ensure that the mitigation/rehabilitation measures and recommendations referred to in the Environmental Authorisation and Environmental Management Programme are implemented during the construction and rehabilitation phases of the Cwabení Off-Channel Storage Dam Project.
1	The Period of Performance is 72 months from the Commencement Date.
3.5	The location for the performance of the Project is close to the southern boundary of Ward 1 of the Umzumbe Local Municipality (KZ213), which falls within the Ugu District Municipality (DC21), KwaZulu-Natal Province.
3.9.2	The time based fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R1 429,00
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 rd Edition, CIDB document 1014)
4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance [REDACTED] Minimum Cover is: R5 000 000 (Five million rand) Period of cover: For the period of performance [REDACTED] 2. Professional Indemnity Insurance [REDACTED] Minimum Cover is: R5 000 000 (Five million rand) Period of cover: For the period of performance [REDACTED]
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Change of Key Personnel as the Environmental Control Officer. 2. Changing or amending the scope of work from that set out in the tender document.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.

8.4.3 (c)	The period of suspension under Clause 8.5 is not to exceed 6 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	A Service Provider may subcontract any work for which he hasn't the skill and competency to perform
12.1	Interim settlement of disputes is to be by adjudication.
12.2 / 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data.
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" and substitute the words "Contract Data" with "Form of Offer and Acceptance".

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data
1	The Service Provider is: Name: Address: Telephone: Facsimile:
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Address: Telephone: Facsimile:

5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%; padding: 5px;">Name</th> <th style="width: 60%; padding: 5px;">Specific duties</th> </tr> </thead> <tbody> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> <tr><td style="height: 25px;"></td><td></td></tr> </tbody> </table>	Name	Specific duties														
Name	Specific duties																

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PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. **Percentage Fee**
 - 1.1. **Definition of work required** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources, equipment, plant, machinery, disbursements and ancillary costs required to do the work.
 - 1.2. **Definition of Percentage Fee** – on the basis of the Tenderer's assessment of the work required, the Tenderer is required to determine the total percentage (%) fee to achieve the scope of work based on the Capital Value of the work set down in Table 2 of C2.2.
 - 1.3. **Equipment, plant, machinery, disbursements and ancillary costs** – the Tenderer is required to include within the % fee all equipment, plant, machinery, disbursements and ancillary costs required to do the work as there will be no additional payment for such expenses.
 - 1.4. **Tender Amount** - the Tenderer is required to fill in the % fee and complete the pricing calculations set down in C2.2 Pricing Schedule Table 2, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
 - 1.5. **Payment** – the Tenderer will be paid the proportion of the fee for each stage of the work, as set down in the Pricing Schedule C2.2 Table 1.
 - 1.6. **Interim Monthly Payments** - interim monthly payments shall be made within each work stage, for work assessed to have been completed within the month.

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C2.2 PRICING SCHEDULE

Table 1. Ncwabeni Off-Channel Storage Dam Project (ECO Appointment) - Work Stages and Proportion of Fee to be paid for completion of each stage

Number	Resource Function	Unit of Measure	Quantity	Rate	Amount
1. PRE-CONSTRUCTION PHASE					
a.	A written notification of commencement of construction must be given to all Interested & Affected Parties, stakeholders and the Competent Authority	Sum	1	R	R
b.	Pre-construction inspection of the entire project area prior to site clearance with the Engineer's Representative and provide written feed-back on observations.	Sum	2	R	R
c.	Site camp establishment - assessment of the site plan and recommendations.	Sum	2	R	R
d.	Borrow pit and spoil site identification/selection.	Sum	1	R	R
e.	A suitably qualified Heritage Practitioner / Specialist must be appointed to assess any heritage resources exposed during site clearance, written feedback on observations.	Sum	1	R	R
f.	Monthly water quality sampling upstream and downstream of the activity and preparation of a monthly water quality report	No.	24	R	R
g.	Environmental Awareness: Induction, awareness undertaken and Environmental information provided for toolbox talks when necessary.	No.	3	R	R
h.	Meetings - Attend Monthly progress meetings.	No.	24	R	R
i.	Conduct monthly site visits throughout the pre-construction phase. Note: The audit should be conducted against the Environmental Authorisation (EA), Environmental Management Programme (EMPr) and Water Use License (WUL).	No.	24	R	R
j.	Compile and communicate the monthly audit report to Umgeni Water Scientist and Authorities. Note: The audit checklist should reflect conditions outlined in the EA, EMPr and WUL.	No.	24	R	R
k.	Authority Compliance Audit (preparation, liaison, audit, post audit liaison, feedback to project team, liaison with project team to address findings). Note: Audits with DFFE, DWS etc.	No.	2	R	R
l.	PRE-CONSTRUCTION PHASE – TOTAL CARRIED TO SUMMARY TABLE				R
2. CONSTRUCTION PHASE					
a.	Conduct weekly site visits throughout the construction phase. Note: The audit should be conducted against the EA, EMPr and WUL.	No.	144	R	R
b.	Monthly water quality sampling upstream and downstream of the activity and preparation of a monthly water quality report	No.	36	R	R
c.	Meetings - Attend Monthly progress meetings.	No.	36	R	R
d.	Compile and communicate the monthly audit report to Umgeni Water Scientist and Authorities. Note: The audit checklist should reflect conditions outlined in the EA, EMPr and WUL.	No.	36	R	R
e.	Method Statements reviewed and approval letters submitted to the Project team.	No.	15	R	R

C5.71

Number	Resource Function	Unit of Measure	Quantity	Rate	Amount
f.	Authority Compliance Audit (preparation, liaison, audit, post audit liaison, feedback to project team, liaison with project team to address findings). Note: Audits with DFFE, DWS etc.	No.	3	R	R
g.	End of Construction Closeout – Inspection, snag list and report prepared with recommendations. Authority notification of the completion of the licensed activities.	No.	1	R	R
h.	Conduct an annual WUL Compliance Audit (i.e. preparation, liaison, audit, post audit liaison, feedback to project team, and liaison with project team to address findings). A WUL Compliance Audit Report must be prepared and submitted to the Authorities.	No.	5	R	R
i.	Adhoc site visits, assessments and reports	No.	20	R	R
j.	Provisional Sum (Permit/licence - Amafa, DAFF, EKZN wildlife etc.)	1	Provisional Sum	R50 000.00	R 50 000.00
k.	<u>CONSTRUCTION PHASE – TOTAL CARRIED TO SUMMARY TABLE</u>				R
3. <u>REHABILITATION PHASE</u>					
a.	Monthly site visits.	No.	12	R	R
b.	Monthly audit reports.	No.	12	R	R
c.	Compliance report to authority after completion of rehabilitation phase.	No.	1	R	R
d.	<u>REHABILITATION PHASE - TOTAL CARRIED TO SUMMARY TABLE</u>				R

Table 2. Summary of Work Stages

Description	Amount
1. PRE-CONSTRUCTION PHASE	R
2. CONSTRUCTION PHASE	R
3. REHABILITATION PHASE	R
A - Total for all Items (1 to3) excluding VAT	R
B – ADD: Escalation @ 35% of A (payment will be in line with C2.2 Pricing schedule)	R
C – Sub-total (A+B)	R
D – ADD: Contingencies @ 10% of C	R
E - Total (C+D)	R
F - ADD: VAT @ 15% of E	R
G – TOTAL (E+F)	R

PART C3: SCOPE OF WORK

Employer's objectives

Procurement of a suitably qualified and competent Environmental Control Officer to undertake independent compliance monitoring during the construction and rehabilitation phases of the Cwabení Off-Channel Storage Dam Project, as required by the Environmental Authorisation.

2. Description of the services

An experienced independent Environmental Control Officer will have the responsibility of ensuring that the mitigation / rehabilitation measures and recommendations referred to in the Environmental Authorisation are implemented and to ensure compliance with the provisions of the approved Environmental Management Programme. The Environmental Control Officer will undertake compliance monitoring and keep a record of all activities on site, problems identified, and transgressions noted during the construction and rehabilitation phases of the Cwabení Off-Channel Storage Dam Project. The Environmental Control Officer must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and the site is ready for operation.

3. Extent of the services

Independent Environmental Control Officer services required for the pre-construction, construction and rehabilitation phases of the Cwabení Off-Channel Storage Dam Project construction project.

The deliverables should include the following:

- Copies of all formal documentation submitted to the authorities;
- Applicable permits and licenses for protected vegetation and sensitive areas from relevant authorities; and
- Compliance reports to the authorities and uMngeni-uThukela Water project team.

4. Use of reasonable skill and care

The Environmental Control Officer must be able to conduct environmental audits, monitor compliance with reference to the conditions of the Environmental Authorisation, Environmental Management Programme, Rehabilitation Plan, Water Use Licence, and any other permits.

5. Co-operation with other services providers

The Environmental Control Officer will be required to:

- Sign in at the construction site;
- Align with the Safety, Health and Environment (SHE) requirements of the site;
- Liaise with the competent authority (DFFE) and Interested and Affected Parties (I&APs), if required; and
- Discuss non-conformance issues with the Contractors and Engineer's Representative.

6. Brief

The Mzimkhulu Regional Water Supply Scheme, which forms part of the KwaZulu Natal's Lower South Coast System, supplies water to the coastal region from Hiberdeen to Margate, including Port Shepstone. The water is presently sourced from non-regulated river flows in the Mzimkhulu River. The water is abstracted at the St. Helen's Rock abstraction works near Port Shepstone and the water is treated at the UMzimkhulu/Bhobhoyi treatment plant from where it is distributed to various users.

Water resources planning studies over the past 10 years have concluded that during dry periods, the river flow is insufficient to meet water requirements, even without provision for the Ecological Reserve. In order to provide for the water requirements for all user sectors, including

the Reserve, the Department of Water and Sanitation (DWS) has proposed the construction of an Off-Channel Storage (OCS) dam in one of the tributaries to the Mzimkhulu River. The reservoir can be filled from its incremental catchment, supplemented by pumping from the Mzimkhulu River during times of high river flows. During times of low flows, water can be released back into the Mzimkhulu River for abstraction downstream at the existing St. Helen's Rock abstraction works.

The proposed project was approved by the former Department of Environmental Affairs (DEA), which is now known as the Department of Forestry, Fisheries and Environment, (DFFE), on the 27th August 2013, under Environmental Authorisation (EA) Number: **12/12/20/2468**.

The project area is situated in the central part of KZN, approximately 20km north-west of Port Shepstone as shown in **Figure 1** below. The two OCS Dam sites are located close to the southern boundary of Ward 1 of the Umzumbe Local Municipality (KZ213), which falls within the Ugu District Municipality (DC21).

The Umzumbe Local Municipality covers a vast, largely rural area of some 1260 km² with approximately 1% being built up / semi-urban area. The municipality incorporates 17 traditional authority areas comprising 19 municipal wards. The project area falls under the Nyamande Traditional Authority Ward on land which is registered under the Ngonyama Trust. The land on the opposite bank of the Mzimkhulu River (Gibraltar 8258) is privately owned and commercially farmed.

The area is characterised by traditional homestead settlements and rural subsistence agriculture, situated on communal land. The land on the opposite bank of the Mzimkhulu River (Gibraltar 8258) is privately owned and commercially farmed, and the farm is known as Camro Estates.

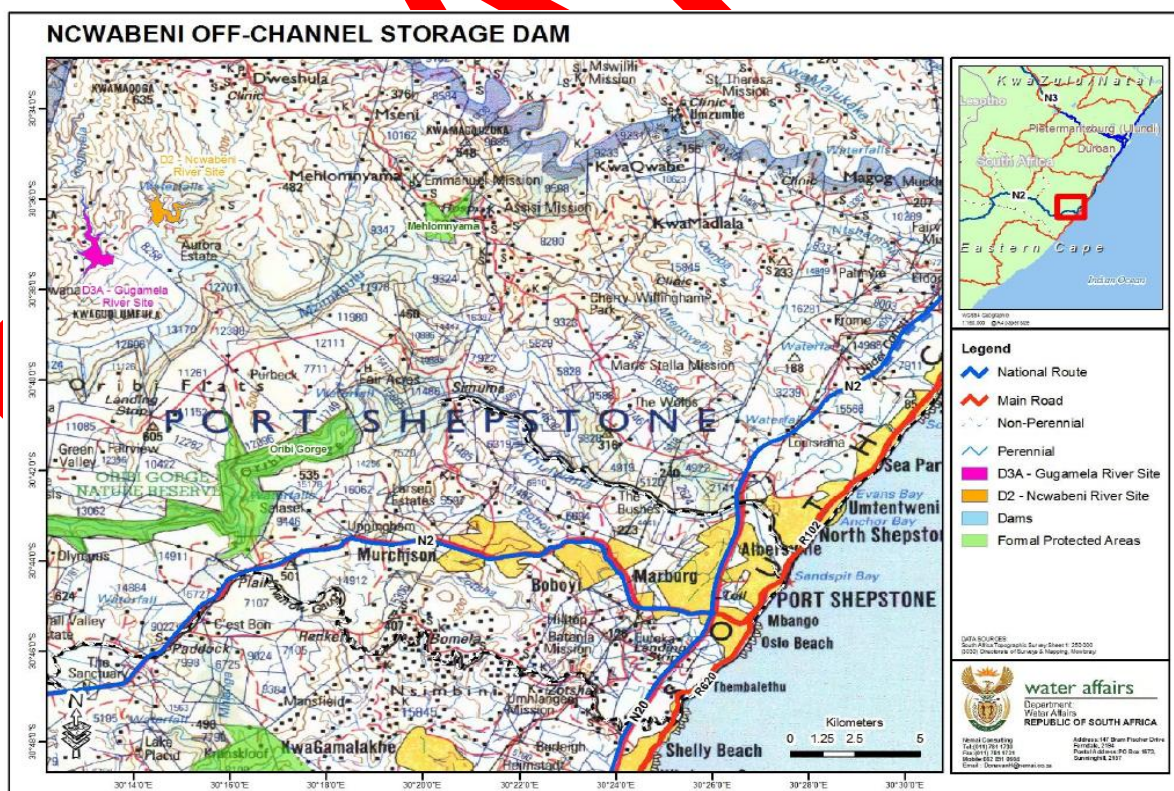


Figure 1: Regional Locality Map (site D2 – preferred site).

The Off-Channel Storage scheme will consist of the following components (Figure 2):

- An Off-Channel Storage dam on the Cwabeni River (Site D2);
- An abstraction / gauging weir on the Mzimkhulu River;
- An abstraction works with a mechanism to remove silt;
- A pump station and pipeline to deliver water to the dam; and
- An outlet infrastructure to make measured releases back to the Mzimkhulu River.
- Re-alignment of D859 Road and construction of new access road.

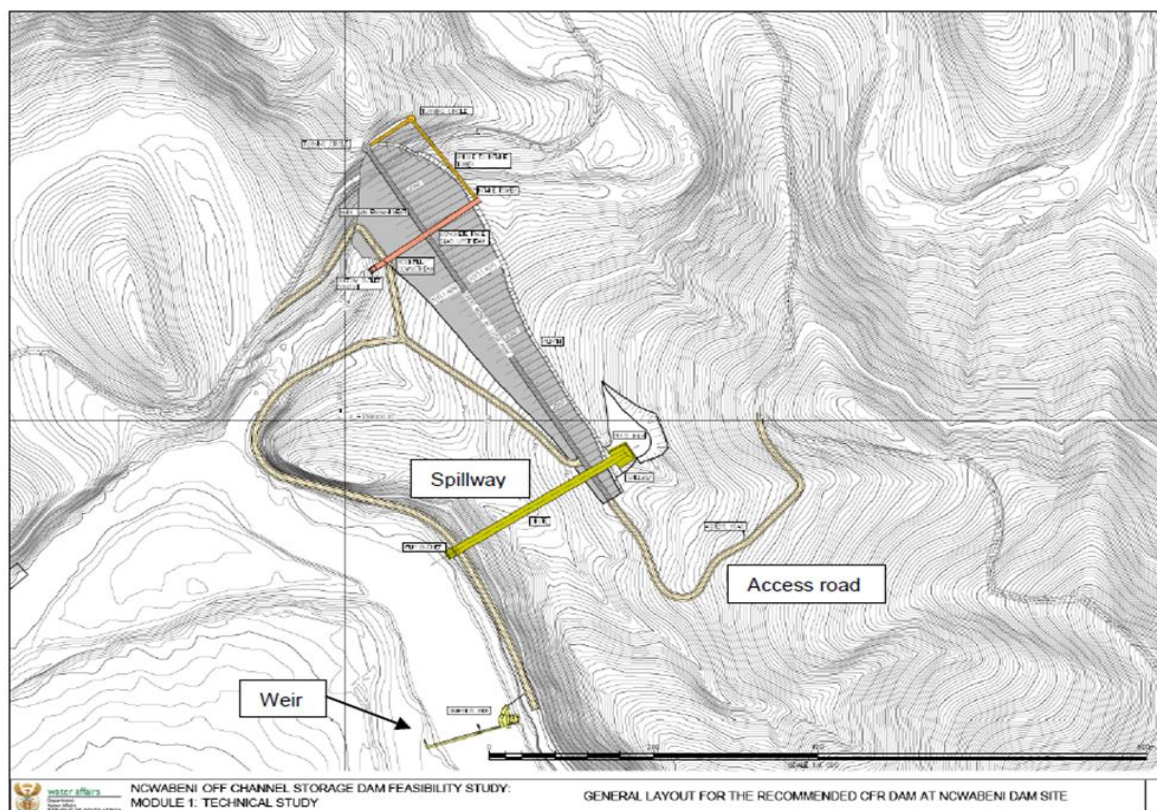


Figure 2: Proposed Cwabeni Off-Channel Storage Dam Project layout.

Table 1: Cwabeni Off-Channel Storage dam characteristics

Component	Description/Value
River	Cwabeni
Coordinates of centreline (approximate)	30°36'27.1"S ; 30°14'22.2"E
Catchment area	39.8 km ²
Inundation area	0.95 km ²
Gross storage	15 million m ³
Dam wall height from NOCL to river bed	45 m
Total length of pipeline (rising plus gravity main)	600 m
Rising main nominal diameter	900 mm
Dam Type	Concrete faced rockfill
Dam Height	47 m
Spillway Type	Side-channel with chute
Outlet	Tower

The holder of the authorisation must appoint an experienced independent Environmental Control Officer for the construction and rehabilitation phases of the development that will have

the responsibility to ensure that the mitigation / rehabilitation measures and recommendations referred to in the Environmental Authorisation are implemented and to ensure compliance with the provisions of the approved Environmental Management Programme. The Environmental Control Officer must be appointed before commencement of any authorised activities and must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and the site is ready for operation.

The following will fall within the ECO responsibilities:

- A written notification of commencement of construction must be given to all Interested & Affected Parties, stakeholders and the Competent Authority no later than fourteen (14) days prior to the commencement of the activity.
- The appointed ECO must monitor the project from an environmental perspective, as per the conditions of any authorisations, permits and licenses and according to the Environmental Management Programme. The findings of each inspection must be documented in a monthly report and submitted to the Competent Authority.
- Provide technical advice relating to environmental issues to the Project Team;
- Act as liaison with the Competent Authority and other environmental organisations or stakeholders as necessary.
- Maintain a register of complaints and queries by members of the public at the site office.
- The Contractor must receive environmental training to effectively implement the Environmental Management Programme.
- **All site personnel must have a basic level environmental awareness training session. The ECO must provide training to the Contractor's representatives.**

Topics covered must include:

- What is meant by "The Environment",
- Why the environment needs to be protected and conserved,
- How construction activities can impact on the environment,
- What can be done to mitigate against such impacts,
- Awareness of emergency and spill response provisions,
- Social responsibility during construction of the Bulk Water Supply Scheme e.g. being considerate of the local community who share the roads

Each staff member must sign a register confirming their attendance at this training. This register must be included in the site Environmental file. The ECO must monitor the construction phase periodically to ascertain if training was effective.

- A pre-construction walk-through must be implemented by the ECO. This will be used to identify any species of conservation importance that have occupied the site.
- The ECO must assess and examine the environment for sensitive elements of flora and fauna which must then be demarcated and relocated accordingly.
- A set of "before" photographs must be captured for record keeping purposes and to monitor any degradation of the environment.
- The ECO must approve the site selected for the Construction Camp.
- The ECO must approve alien weeds and invader plants that must be removed.
- The ECO must monitor the contractor's compliance with the requirement to provide sufficient environmental awareness training to all site staff.
- Prior to the clearing of sites, the ECO and the Rehabilitation Specialist must ensure that all plants of conservation significance are removed. These plants can be replanted in nature reserves or otherwise stipulated by the appointed ECO/specialist.
- The ECO must supply the Contractor with a list of problematic alien invasive plant species that are likely to occupy the site during construction.
- Monthly water quality monitoring must be conducted by the ECO and a water quality report must be prepared.
- The ECO will be required to request (in writing) method statements to be compiled by the Contractor in cases where the Environmental Management Programme may not have adequately addressed the issue. The method statement must be approved by the ECO prior to carrying out the activity. The ECO must monitor the implementation of the method statement.
- Perform all tasks stipulated in the Environmental Management Programme., including keeping records of all activities, problems and transgressions occurring on site.

- Conduct fortnightly site visits throughout the construction phase.
- Conduct monthly site visits throughout the rehabilitation phase.
- Compile monthly environmental audit reports in accordance with Appendix 7 of the EIA Regulations, 2014 as amended and must indicate the date of the audit, the name of the auditor and the outcome of the audit in terms of compliance with the Environmental Authorisation conditions as well as the requirements of the approved Environmental Management Programme. The ECO shall make provision for a 5 (five) day review period of the audit report by uMngeni-uThukela Water Environmental Scientist prior to submission to the competent authority.
- Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of the development.
- Advise the Contractor throughout the construction process on mitigation requirements for construction impacts.
- Ensure that remedial action is implemented appropriately in the event of non-compliances.
- The ECO must be available during Authority Compliance Audits (preparation, liaison, audit, post audit liaison, feedback to project team, and liaison with project team to address findings).
- Conduct compliance audits with environmental authorities, as required.
- Approve the rehabilitation plan developed by the appointed Rehabilitation Specialist and monitor the Rehabilitation Specialist on the implementation of the plan during the rehabilitation phase.
- Attend all monthly project progress meetings.
- After completion of construction the ECO must draw up a site close out report which will include recommendations for the site close out and decommissioning of the site camp. The report must be submitted to the competent authority within 30 days of completion of construction. Therefore, the ECO shall make provision of 3 days for the report to be reviewed by uMngeni-uThukela Water Environmental Scientist.

Time frames

The pre-construction process is anticipated to occur over a period of 24 months, the construction process occur over a period of 36 months following which rehabilitation will be considered for 12 months' post construction.

Reporting Requirements:

- Fortnightly site visits during construction and liaison with uMngeni-uThukela Water Scientist and Site Engineer
- Monthly reporting to uMngeni-uThukela Water Scientist and project team
- Monthly progress meetings to be attended with the project team
- Monthly compliance reporting to the Authority

Deliverables:

- Applicable permits and licenses for protected trees and sensitive areas
- Audit reports to uMngeni-uThukela Water, project team and competent authorities

7. Reference data

The successful service provider will be provided with the Environmental Authorisation, Amendments to the Environmental Authorisation, approved Environmental Management Programme and Water Use Licence for the Ncwabeni Off-Channel Storage Dam Project as well as other related documentation to undertake the work required.

8. Applicable national and international standards

The applicable legislation and regulations include and are not restricted to:

- National Environmental Management Act
- National Environmental Management Waste Act
- National environmental Biodiversity Act
- National Water Act

9. Particular/Generic specifications

- N/A.
10. **Approvals**
 - Seek permit from DAFF for protected trees that are to be cut, disturbed, damaged, destroyed or removed
 - Seek permit from Ezemvelo KZN Wildlife for the removal and transportation of endangered fauna and flora (if relevant).
 - Seek permit from Amafa aKwaZulu-Natali for the removal of graves and if heritage resources are to be impacted on.
 - Seek all other approvals, permits and licenses required for the project, in accordance with the protocols prescribed by the governing bodies.
 11. **Procurement**
N/A.
 12. **Access to land / buildings / sites**
The ECO will be required to sign in/out of the construction site and align with all the SHE requirements of the site.
 13. **Planning and programming**
The ECOs programme for auditing the construction of the Cwabeni Off-Channel Storage Dam Project needs to be in line with the entire project construction programme when available.
 14. **Software application for programming**
N/A.
 15. **Quality management**
The service provider must ensure that all reports are peer reviewed before being sent to the Project Manager and the Authority.
 16. **Format of communications**
E-mail and telephonic communication of work progress and reports.
 17. **Key personnel**
Environmental Control Officer (ECO).
 18. **Management meetings**
The ECO will be required to attend monthly progress meetings.
 19. **Forms for contract administration**
N/A
 20. **Electronic payments**
The service provider will be paid electronically through the normal uMngeni-uThukela Water's EFT procedures.
 21. **Daily records**
The tenderer will be required to keep daily records as supporting documentation to the invoice and items claimed.
 22. **Professional indemnity insurances**
Refer to C.1.2 Contract Data Clause 5.4.1 and state number of copies and the place where policies are to be presented.
 23. **Payment certificates**
Invoices are to be submitted to the Project Manager by the 25th of each month and should be task / milestone based. Proof of work completed must be submitted with each invoice.

24. Use of documents by the Employer

All reports and information contained therein shall become the property of the uMngeni-uThukela Water.

25. Property provided for the Service provider's use

N/A

26. Proof of compliance with the law

- Permit from DAFF for protected trees;
- Permit from Ezemvelo KZN Wildlife for the removal and transportation of endangered fauna and flora (if relevant);
- Permit from Amafa aKwaZulu-Natali for the removal of graves and if heritage resources are to be impacted on; and
- Approvals, permits and licenses required for the project, in accordance with the protocols prescribed by the governing bodies

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Disclaimer

Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. uMngeni-uThukela Water will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013.