



TENDER NO: 2024/132

**APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER TO UNDERTAKE
WATER USE LICENCE APPLICATION FOR NCWABENI OFF-CHANNEL STORAGE DAM**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

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: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postat: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i>	Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within <u>7 calender 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: (2024 -133)

Tender Title: APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER
TO UNDERTAKE WATER USE LICENCE APPLICATION FOR NCWABENI OFF-
CHANNEL STORAGE DAM

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:

**APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER TO
UNDERTAKE WATER USE LICENCE APPLICATION FOR NCWABENI OFF-CHANNEL
STORAGE DAM**

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

- A minimum of an Honours Degree in Natural Science/ Environmental Science/ Environmental Engineering/ Agricultural Engineering or equivalent Science degree. If the qualification was not obtained from South Africa, the tenderer is required to obtain confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards.
- **The Environmental Assessment Practitioner must be registered with the Environmental Assessment Practitioner Association of South Africa (EAPASA).**
- **The Environmental Assessment Practitioner must be registered with the South African Council for Natural Scientific Professions (SACNASP).**

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
 - b) 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.
4. Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20	Evidence to be provided
HDI	The entity which is at least 51% black owned	8	BBBEE Certificate/ Sworn Affidavit
RDP	The promotion of enterprises located in KwaZulu- Natal	12	Lease Agreement/ Municipal Account/ Letter from the Traditional Authority.
Total points for preferential goals		20	

5. 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.

Bid Documents will be issued via email on request to nosipho.mkhize@umgeni.co.za during working hours from 11 June 2024 to 20 June 2024 from 09h00 to 15h00.

Queries relating to the issue of these documents shall be addressed to Nosipho Mkhize, Tel No.: 033 341 1062, e-mail: nosipho.mkhize@umgeni.co.za.

A compulsory clarification meeting with representatives of UMngeni-uThukela Water will take place at 310 Burger Street, Pietermaritzburg, 3200 on 21 June 2024

The closing time for submission of Tenders is **12h00** 18 July 2024

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

UMngeni-uThukela Water's Standard Conditions of Tender are available on uMngeni-uThukela Water'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 Part C5: Annexures
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is : <u>Tender Queries</u> Name: Nosipho Mkhize Address: 310 Burger Street , Pietermaritzburg ,3200

	Tel: 033 341 1062 E-mail: nosipho.mkhize@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 EAP must have a minimum of an Honours Degree in Natural Science/ Environmental Science/ Environmental Engineering/ Agricultural Engineering or equivalent Science degree. If the qualification was not obtained from South Africa, the tenderer is required to obtain confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards. The Environmental Assessment Practitioner must be registered with the Environmental Assessment Practitioner Association of South Africa (EAPASA) and the South African Council for Natural Scientific Professions (SACNASP).
	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

	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.2.19 Inspections, tests and analysis												
F.2.19	Access shall be provided for the following inspections, tests and analysis:												
	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) Proof of good standing in terms of the COID Act 4) Company Registration Certificate 5) Registration Certificates of professional Bodies 6) Certificates confirming Qualifications 7) Certification of completion/appointment for all relevant projects												
	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 (Functionality, 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.;												
(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>T2.2.09</td><td>Key Personnel Assigned to the Work</td><td>60</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>10</td></tr></table>		Returnable Schedule	Weighting %	T2.2.08	Tenderer's Experience	30	T2.2.09	Key Personnel Assigned to the Work	60	T2.2.12	Method Statement	10
	Returnable Schedule	Weighting %											
T2.2.08	Tenderer's Experience	30											
T2.2.09	Key Personnel Assigned to the Work	60											
T2.2.12	Method Statement	10											

	<u>Failure to score a single point in any of the criteria listed above will deem the bid 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).
F3.19	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 Water's website https://www.umgeni.co.za/supplier-documentation/ UMngeni-uThukela Water reserves the right to award the Contract in whole or in part.

T2.1 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)		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		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

T2.2.1 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:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

FOR INFORMATION USE ONLY

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

D. CLOSE CORPORATION

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

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

at

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs , Mr/Mrs

Mr/Mrs and Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners 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:

.....

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

3 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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.

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

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

FOR INFORMATION USE ONLY

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

CERTIFICATE OF ATTENDANCE

TENDER No. **2024/133**

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.

- 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**.

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's.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

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

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

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

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

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in projects comprising Water Use License Applications (submit proof of previous experience e.g. Reference letters for completed projects or completion certificates). Proof of previous experience must be attached to the relevant section and clearly referenced. 3 projects - 70 points 4 projects - 75 points 5 projects - 80 points 10 additional points for every project more than 5 projects to a maximum of 100 points.	100

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK | 60 |

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 ASSESSMENT PRACTITIONER	

T2.2.8 EXPERIENCE OF KEY PERSONNEL [60]

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 ASSESSMENT PRACTITIONER

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: [60]

The Key Personnel (ENVIRONMENTAL ASSESSMENT PRACTITIONER) must have: - Undertaken at least three (3) Water Use Licence Applications Submit proof of previous experience e.g. Reference letters for completed projects or completion certificates. Experience of the ENVIRONMENTAL ASSESSMENT PRACTITIONER in Water Use License Applications: 3 projects - 70 points 4 projects - 75 points 5 projects - 80 points 10 additional points for every project more than 5 projects to a maximum of 100 points.	[100]
---	----------------

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

FOR INFORMATION USE ONLY

T2.2.9 PROPOSED ORGANIZATION AND STAFFING [N/A]

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.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.10 METHOD STATEMENT [10]

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

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the 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 method statement shall cover but not limited to the following:

- All the required pre-construction inspections, record keeping, applicable permit applications;
- Stakeholder liaison and search and rescue activities where applicable;
- Applicable legal requirements;
- Project Initiation;
- Identification of interested and Affected Parties and Authority Consultation;
- Water Use Licence Application process; and
- Limitations, assumptions and exclusions.

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 70)	The approach is generic but tailored to address the general project objectives and methodology.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.11 PRELIMINARY PROGRAMME N/A

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

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

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

PROGRAMME												
Component / Sub-component	WEEKS / MONTHS											

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

Scoring of the preliminary programme will be as follows:

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

T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

FOR INFORMATION USE ONLY

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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T2.2.13 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.]**

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from 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

T2.2.15 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.2.16 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

Signature Date

Name..... Position

Tenderer

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT []

INSERT HERE

FOR INFORMATION USE ONLY

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

INSERT HERE

FOR INFORMATION USE ONLY

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = 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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender <i>[select where applicable to this bid]</i>	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		
The promotion of enterprises located in KwaZulu- Natal		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of 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)

T2.2.21 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).

.....

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:

**T2.2.23 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

FOR INFORMATION USE ONLY

T2.2.24 REGISTRATION CERTIFICATES

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

FOR INFORMATION USE ONLY

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



TENDER NO: 2024-132

TENDER TITLE:

**APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER TO UNDERTAKE WATER USE
LICENCE APPLICATION FOR NCWABENI OFF-CHANNEL STORAGE DAM**

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

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

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.

FOR INFORMATION USE ONLY

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 ASSESSMENT PRACTITIONER TO UNDERTAKE WATER USE LICENCE APPLICATION FOR NCWABENI OFF-CHANNEL STORAGE DAM**.

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.

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
- C.5 Annexures

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:

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 not 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: Mbali Dlamini The address for receipt of communications is: Telephone: 033 341 1586 Facsimile: 033 341 1349 E-mail: mbali.dlamini@umgeni.co.za Address: 310 Burger Street , Pietermaritzburg, 3201
1	The project is for the appointment of a suitably qualified Environmental Assessment Practitioner to assist uMngeni – uThukela Water with the Water Use Licence Application process for the Ncwabeni Off-Channel Storage Dam Project.
1	The Period of Performance is Seventy-Eight (78) weeks from the Commencement Date.
3.5	The two Off-Channel Storage 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).
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: R500.00
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, licences 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 minimum insurances: - Public Liability Insurance - Minimum Cover is: R 10 000 000 (Ten Million rand) - Period of cover: For the period of Performance - Professional Indemnity Insurance - Minimum Cover is: R 5 000 000 (Five million rand) - Period of cover: For the period of performance Insurance cover requirements must be confirmed with the Risk Department on award before signing of contract The Contrator may take additional covers based on other perceived risk exposures - Workmen's Compensation / C.O.I.D. - Employer's Liability (to own employees) "Balance of Third Party" motor vehicle liability risks cover including Passenger Liability if applicable - Own Construction Plant & Equipment (including site accommodation) if applicable - Off-Site manufacturing risks if applicable

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 Assessment Practitioner. 2. Changing or amending the scope of work from that set out in the tender document. 3. Subcontracting any work for which he/she hasn't the skill and competency to perform.
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%;">Name</th> <th>Specific duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties														
Name	Specific duties																

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.

C2.2 PRICING SCHEDULE

Table 1. Work Stages and Proportion of Fee to be paid for completion of each stage

Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 1: INTEGRATED WATER USE LICENCE APPLICATION					
1.1.	Project Management - Pre-application enquiry meeting with the authority to confirm project scope and environmental legal requirements; - Authority liaison and communication with UMngeni - uThukela Water and relevant stakeholders; - Completion of licence application forms for all water uses; - Landowner consent forms (DWS forms for each land parcel); and - Licensing administration fees	Sum	1	R	R
1.2.	Site inspection	No.	2	R	R
1.3.	Attend monthly progress meetings to provide technical support (make provision for 18 meetings)	No.	18	R	R
1.4.	Attend EPCM: Gate Reviews (make provision for 5 meetings -pre-meetings, meetings and post meetings)	No.	5	R	R
1.5.	Preparation and submission of the Technical Report on Water Use Licence Application	Sum	1	R	R
Sub Total 1					R
SECTION 2: REPORTS TO BE PREPARED AND SUBMITTED FOR APPROVAL					
1.1.	Wetland Delineation and Assessment Report	Sum	1	R	R
1.2.	Wetland Management and Rehabilitation Plan (Systematic rehabilitation programme, re-vegetation, alien and exotic species control etc.)	Sum	1	R	R
1.3.	Geohydrological Report	Sum	1	R	R
1.4.	Environmental Management Plan for the pre-construction, construction, operational and decommissioning phases	Sum	1	R	R
1.5.	Hydrological Report;	Sum	1	R	R
1.6.	Storm Water Management Plan	Sum	1	R	R
1.7.	Rehabilitation Plan and Rehabilitation Bill of Quantities	Sum	1	R	R
1.8.	Landscape Maintenance Plan	Sum	1	R	R
1.9.	Plant Species Plan	Sum	1	R	R
1.10.	Monitoring Programme for surface and groundwater and Auditing Plan	Sum	1	R	R
1.11.	Water Quality Report	Sum	1	R	R
1.12.	Soil Analysis Report	Sum	1	R	R
1.13.	Floodline Assessment Report	Sum	1	R	R
1.14.	Waste Management Plan	Sum	1	R	R
1.15.	Floral Species Rescue and Relocation Plan	Sum	1	R	R
1.16.	Sludge Management Plan	Sum	1	R	R
1.17.	Erosion Management Plan	Sum	1	R	R
1.18.	Risk Assessment and Management Plan	Sum	1	R	R
1.19.	Section 27 Motivation Report	Sum	1	R	R
1.20.	Budgetary Allowance for any other specialist studies or licence/permit application that may be required	Sum	1	R 200 000.00	R 200 000.00
Important Note: During the pre -application enquiry meeting, the responsible authority (Department of Water and Sanitation), will advise the applicant on the procedural requirements for the proposed Water Use Licence in respect of the required documents for a Water Use Licence application, the type of a Water Use Licence required, the information required, and the Technical Report. Only studies requested by the Department of Water and Sanitation will be undertaken.					
Sub Total 2					R

Item .No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 3: PUBLIC PARTICIPATION IN RELATION TO THE WATER USE LICENCE APPLICATION					
3.1.	Develop / prepare a Public Participation Report, which must be submitted to the responsible authority for approval.	Sum	1	R	R
3.2.	Landowner title deed search and database establishment	Sum	1	R	R
3.3.	Background information document	Sum	1	R	R
3.4.	Landowner consultation/consent forms signed	Sum	1	R	R
3.5.	Give notice to all potential Interested & Affected Parties (Fixing notice boards, giving written notice to occupiers of the affected land parcels, placing advertisements, using reasonable alternative methods, local radio stations in a local language)	Sum	1	R	R
3.6.	Public meetings / open days (make provision for 5 meetings)	No.	5	R	R
3.7.	Comments and response register (draft and final)	Sum	1	R	R
3.8.	Consultation with regulatory authorities (<i>DEA, DWS, DAFF, AMAFA/SAHARA, EKZN wildlife, DMR, Ingonyama Trust, Department of land affairs and other</i>)	Sum	1	R	R
3.9.	Consultation with affected service providers (Eskom, Telkom, DoT, Transnet, Local and District Municipalities and others) 2 meetings and 1 site visit for each service provider	Sum	1	R	R
3.10.	Water Use Licence advertised and distributed to all Interested & Affected Parties and appeals managed	Sum	1	R	R
3.11.	Adhoc site visits (make provision for 5 site visits)	No.	5	R	R
Important Note: Where a Public Participation Process containing and covering all issues pertaining to water use activities has already been undertaken and approved through the Environment Impact Assessment processes or any other public consultation process, then that public participation process report may, subject to approval by the responsible authority, be submitted for the requirements of the water use licence application.					
Sub Total 3					R

Table 2: Summary of Work Stages

A. Subtotal 1 for Integrated Water Use Licence Application	R
B. Subtotal 2 for Reports to be prepared and submitted for approval	R
C. Subtotal 3 for Public Participation Process	R
D. Subtotal 4 (Sum of A to C)	R
E. Contingencies @ 10% of Subtotal 4	R
F. Total (D + E)	R
G. Add VAT @ 15% on F	R
H. Total Amount including VAT	R

PART C3: SCOPE OF WORK

1. Employer's objectives

1.1. BACKGROUND

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 Environment, Forestry and Fisheries (DEFF), on the 27th August 2013, under Environmental Authorisation (EA) Number: 12/12/20/2468.

No activities will be allowed to encroach into a water resource without a water use authorisation being in place from the Department of Water and Sanitation. Section 21 of National Water Act defines the water uses that will require authorization from the Department of Water and Sanitation before the water use can commence. The proposed development requires authorisation from the Department of Water and Sanitation for water uses 21 (a), (b), (c) and (i). An application to obtain a licence for water uses 21 (a), (b), (c) and (i) must be submitted to the Department of Water and Sanitation before construction commences.

An Environmental Assessment Practitioner (EAP) must be appointed to undertake the Water Use Licence Application.

1.2. PROJECT DESCRIPTION AND LOCALITY

The project area is situated in the central part of Kwa-Zulu Natal, approximately 20km north-west of Port Shepstone as shown in **Figure 1** below. The two Off-Channel Storage 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 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.

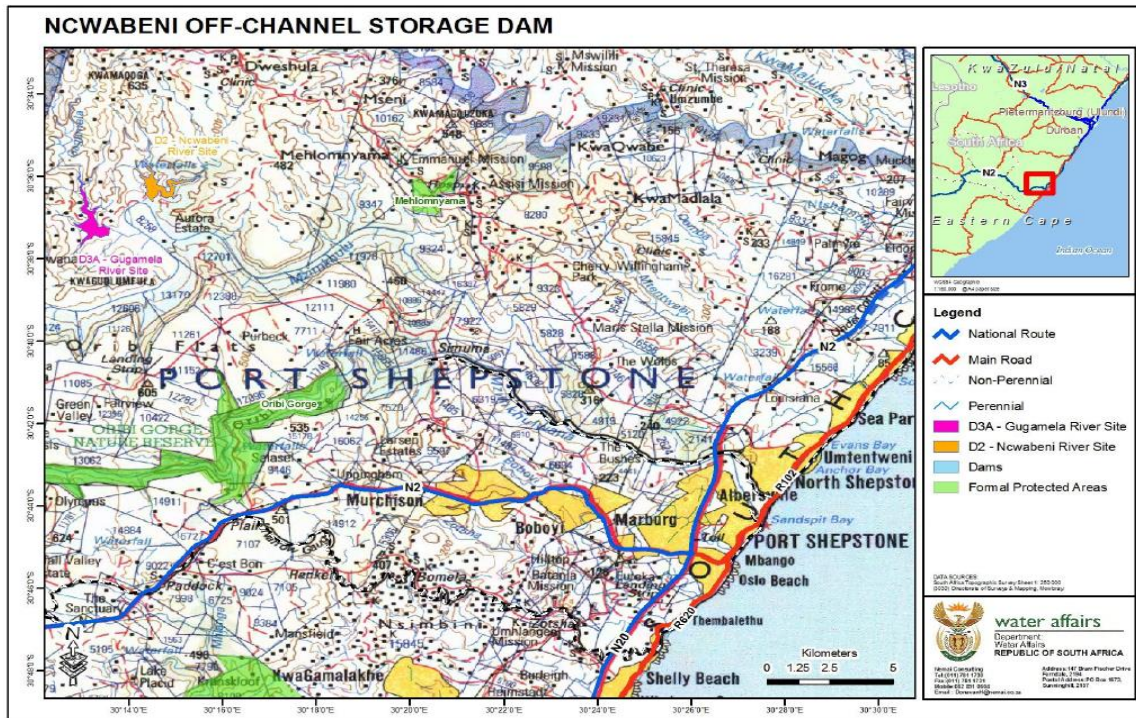


Figure 1: Regional Locality Map (site D2 – preferred site).

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

- An Off-Channel Storage dam on the Ncwabeni 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;
- An outlet infrastructure to make measured releases back to the Mzimkhulu River; and
- Re-alignment of D859 Road and construction of new access road.

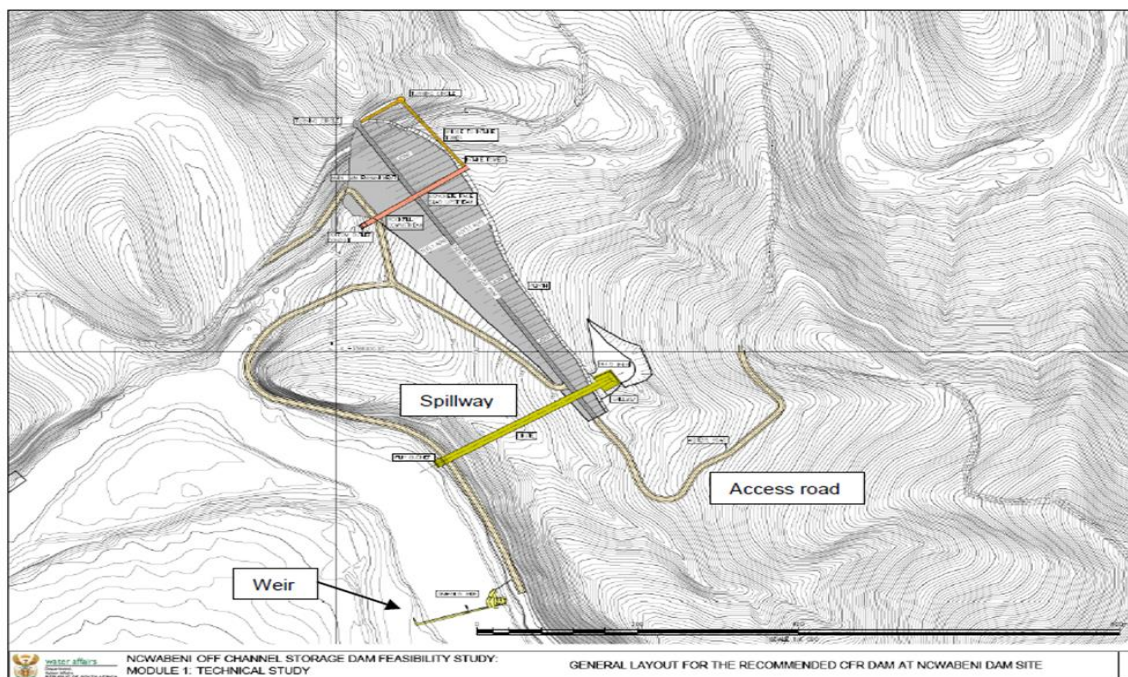


Figure 2: Proposed Ncwabeni Off-Channel Storage Dam Project layout.

Table 1: Ncwabeni Off-Channel Storage Dam characteristics

Component	Description/Value
Dam Type	Concrete faced rockfill
Dam Height	47 m
Storage Capacity (gross)	15.5 million m ³
Spillway Type	Side-channel with chute
Outlet	Tower

The proposed Ncwabeni Off-Channel Storage Dam Project was approved by the Department of Environment, Forestry and Fisheries, on the 27th August 2013, under Environmental Authorisation (EA) Number: 12/12/20/2468.

The following activities are authorised:

- Rising main and gravity main to be built as part of conveyance system. The parameters for the conveyance system are as follows:
 - Total length of pipeline (rising plus gravity main) – D2 = ± 1600m;
 - Rising main nominal diameter:
 - D2 = ± 900mm; and
 - D3A = ± 900mm
 - Velocity in rising main – D2 = ± 1.78m/a.
- Construction of Off-Channel Storage Dam, diversion weir (as part of abstraction works) and approach channel within watercourse.
- Construction of Off-Channel Storage Dam with the following gross storage:
 - D2 = ± 14.3 million m³; and
 - D3A = ± 14.2 million m³
- Temporary storage of dangerous goods (e.g. fuel) during construction phase.
- Construction activities (including bulk earthworks) to be undertaken within a watercourse to construct off-channel storage dam and relevant components of abstraction works (e.g. diversion weir).
- Access roads to the dam wall and the weir as well as relocation of roads that will be inundated.
- The approximate inundation areas for the two alternate sites are as follows:
 - D2 = ± 0.95km²; and
 - D3A = ± 0.98km²
- Borrow areas to be created to obtain construction material (concrete aggregates and earth embankment) – sizes to be confirmed. Operator housing / offices and fencing to be built.
- Possible occurrence of sensitive biodiversity features at the dam sites.
- Possible upgrading of existing road bridge or other infrastructure within 32m of a watercourse.
- Widening or lengthening of existing roads to create access roads to the dam wall and the weir and for the relocation of roads that will be inundated.
- Water to be pumped from the Mzimkhulu River to the Off-Channel Storage Dam.
- Relocation of existing road D859, which is administered by the Kwazulu-Natal Department of Transport
- Dam wall height from Non-Overspill Crest Level (NOCL) to river bed:
 - D2 = ± 48 m; and
 - D3A = ± 47 m.
- The construction of a reservoir for bulk water supply with a capacity of more than 250 cubic metres within a sensitive area.
- Access roads to the dam wall and the weir and relocation of roads that will be inundated. Possible occurrence of sensitive biodiversity features at affected areas.
- Temporary storage of dangerous goods (e.g. fuel) during construction phase. Possible occurrence of sensitive biodiversity features at the dam sites.
- Road and dam construction activities will involve extensive clearance of vegetation (300 square metres or more where 75% or more of the vegetation cover constitutes indigenous vegetation). Possible occurrence of sensitive biodiversity features at affected areas.
- Road and dam construction activities will involve extensive clearance of vegetation (1 hectares or more where 75% or more of the vegetation cover constitutes indigenous vegetation). Possible occurrence of sensitive biodiversity features at affected areas.
- Road and dam construction activities will involve extensive clearance of vegetation (5 hectares or more, where 75% or more of the vegetative cover constitutes indigenous vegetation). Possible occurrence of sensitive biodiversity features at affected areas.

- Construction of Off-Channel Storage Dam, diversion weir (as part of abstraction works) and approach channel within watercourse. Possible occurrence of sensitive biodiversity features at affected areas.

The following activities are not authorised:

- Infrastructure to supply electricity to the new pump station.
- Borrow areas to be created to obtain construction material (concrete aggregates and earth embankment).

2. Description of the services

In compliance with the National Water Act, a Water Use Licence Application in terms of Section 40 of the National Water Act will be required. An Environmental Assessment Practitioner must be appointed to undertake the Water Use Licence Application for the proposed project. The appointed Environmental Assessment Practitioner will be required to undertake the necessary processes, in terms of Section 40 of the National Water Act, to obtain a Water Use Licence from the Department of Water and Sanitation before construction commences.

Type of Water Use Licence:

- A combined Water Use Licence for water uses (21 a, b, c and i) is required to be submitted. An Environmental Assessment Practitioner must be appointed to undertake the Water Use Licence Application.

2.1 WATER USE LICENCE APPLICATION

This should include:

- **Pre-application enquiry meeting with the authority:**
 - The Environmental Assessment Practitioner must undertake a pre - application enquiry meeting with the responsible authority prior to submission of an application.
 - The authority will advise the Environmental Assessment Practitioner on the procedural requirements and required documents for a water use licence, the type of a water use licence required, the information required, and the technical report for the proposed water use licence.
- **Site inspection:**
 - Where an application necessitates a site inspection, the Environmental Assessment Practitioner must confirm arrangements for the site inspection with uMngeni-uThukela Water, the case officer and other relevant stakeholders.
- **Submission of Technical Report on Water Use Licence Application (as contemplated in regulation 10(3):**
 The Environmental Assessment Practitioner must, within a period of 105 days of the date of being informed of the required information for compilation of a technical report on Water Use Licence Application, submit such a report to the responsible authority, with **any** of the following relevant specialists' reports:
 - Aide Memoir - **Section 21(a), (b), (f) and(g) water use;**
 - Wetland Delineation and Assessment Report: Stand - alone report for wetlands and watercourses - **Section 21 (c) and Section 21 (i) water use ;**
 - Wetland Management and Rehabilitation Plan (Systematic rehabilitation programme, re-vegetation, alien and exotic species control etc.)
 - Geohydrological Report;
 - Storm Water Management Plan;
 - Hydrological Report;
 - Rehabilitation Plan and Rehabilitation Bill of Quantities;
 - Landscape Maintenance Plan;
 - Plant Species Plan;
 - Monitoring Programme for surface and groundwater and Auditing Plan;
 - Water Quality Report;
 - Soil Analysis Report;
 - Floodline Assessment Report;
 - Public Participation Report;
 - Waste Management Plan;
 - Floral Species Rescue and Relocation Plan;

- Sludge Management Plan;
- Erosion Management Plan;
- Risk Assessment and Management Plan based on the impact importance which refers to the nature, extent, magnitude, duration and probability of the impact balanced with the mitigation measures and structured in a matrix categorised as Low, Medium and High Risks;
- Section 27 Motivation Report addressing all eleven (11) Section 27(1) factors as outlined in the Act.
- **Public Participation Process:**
 - A Public Participation Process has already been undertaken through the Environment Impact Assessment process. The Public Participation Process report contains and covers all issues pertaining to water use activities and will, subject to approval by the responsible authority, be submitted for the requirements of the Water Use Licence Application.
 - If the responsible authority does not accept / approve the Public Participation Process report, then the Public Participation Process in relation to the Water Use Licence Application must be conducted as contemplated in section 41(4) of the National Water Act.
 - The responsible authority may, at any stage of the application process, require the applicant-
 - a) To give suitable notice in newspapers and other media-
 - Describing the licence applied for;
 - Stating that written objections may be lodged against the application before a specified date, which must be not less than 60 days after the last publication of the notice;
 - Giving an address where written objections must be lodged; and
 - Containing such other particulars as the responsible authority may require.
 - b) To take such other steps as it may direct to bring the application to the attention of the relevant organs of state, interested persons and the general public.
 - c) To satisfy the responsible authority that the interests of any other person having an interest in the land will not be adversely affected.
 - d) Develop / prepare a Public Participation Report that must be submitted to the responsible authority. The report must contain the following –
 - written comments or objections of interested and affected parties;
 - record of meetings; and
 - register of interested and affected parties as contemplated in regulation 18.
 - e) Lodge an appeal to the Minister, as contemplated in Regulation 22, for any appeals arising out of the licence application.
 - f) Data collection and collation for submission to the Department of Water and Sanitation. Fully completed and signed licence application forms DW 758, Section 21(c) forms DW 763, Section 21(f) forms DW 768, Property details forms DW 901, DW 902 if there is more than one property, and the relevant supplementary information forms DW 775 & 781 for registration and application in terms of Section 21(c) and (i) of the Act.

3. Extent of the services

The deliverables arising from the Water Use Licence Application should include the following:

- Copies of all formal documentation submitted to the authorities in the application process;
- Copies of all specialist reports; and
- Record of application for all required permits from relevant authorities.

4. Brief

Once the suitable ENVIRONMENTAL ASSESSMENT PRACTITIONER has been selected, a kick-off meeting will be arranged between the ENVIRONMENTAL ASSESSMENT PRACTITIONER and uMngeni - uThukela Water's project team.

The meeting will aim at:

- Confirming the Terms of Reference and any information needed;
- Obtaining additional project background information from uMngeni - uThukela Water; and
- Confirming the project approach, project scope and design, reporting requirements and schedule.

5. Reference data

The successful service provider will be provided with the Environmental Authorisation as well as other related documentation to undertake the work required.

6. 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

7. 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 licences required for the project, in accordance with the protocols prescribed by the governing bodies.

8. Access to land / buildings / sites

The ENVIRONMENTAL ASSESSMENT PRACTITIONER is responsible for communication with landowners and gaining the necessary permissions to access private land for study purposes in conjunction with uMngeni-uThukela Water's ISD representatives.

9. Key personnel

Refer to Returnable Schedule T2.2.17 and C1.2 Part 2: Contract Data to be provided by the Service Provider. Should the need arise for the Key personnel to be replaced on the project, the successful bidder is required to first gain approval from the client before the said replacement can be implemented.

10. Management meetings

The ENVIRONMENTAL ASSESSMENT PRACTITIONER will be required to meet with the client to discuss progress and review all application documents before submission.

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

All invoices must be submitted by the 25th of the each month with the necessary supporting documentation against the line items in the BOQ.

24. Use of documents by the Employer

Upon completion of the project the employer will require all documentation in electronic format. This must include all specialist studies, supporting documents, data document and copies of all signed application forms submitted to the relevant authorities.

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 20

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