



TENDER NO: 2025/016 UWS

The appointment of a panel of accredited training providers for uMngeni Water Learning Academy for a period of Thirty-Six (36) months

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni Water Services
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Mbalil Dimba
Telephone: 078 127 1506

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct at Umgeni Water Services to: The Office of the Managing Director Attention: The Managing Director Email: umgeniwater@whistleblowing.co.za 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 Water Services may lodge an appeal within <u>7 calendar days</u> of the date of the intention to award advertisement. UWS shall only consider written appeals/objections clearly stating reasons for appeal directed to: The office of the Managing Director, Attention: The Managing Director Email: peter.thompson@umgeni.co.za

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TENDERING PROCEDURES
T1.3.

Tender Number: (2025/016 UWS)

TENDER DESCRIPTION: THE APPOINTMENT OF A PANEL OF ACCREDITED TRAINING PROVIDERS FOR UMNGENI WATER LEARNING ACADEMY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

T1.1 T E N D E R NOTICE AND INVITATION TO TENDER

Umngeni Water Services (UWS) is a subsidiary of Umngeni-uThukela Water Board (UUWB) and is classified as a National Government Business Enterprise as contemplated in Schedule 3B of the PFMA.

The mandate of UWS comprises of two main goals:

- Firstly, Business Development Solutions is focused on providing innovative practical and cost-effective water and sanitation solutions through a range of products, services, and partnerships.
- Secondly, the UWS Training Academy that is to respond to the dire technical skills shortage/gap in the water and sanitation sector.

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

The appointment of a panel of accredited training providers for Umngeni Water Learning Academy for a period of Thirty-Six (36) months

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

Successful bidders will be expected to form a panel of Skills Development Providers (SDPs) and be accredited in in any of the following programs:

Table 1 – UWS Programme requirements

Sector	Field of Study	SAQA Qualification ID	QCTO – Occupational Equivalent if applicable	NQF Level Range (where applicable)	Mark Applicable (Programs for which you are applying)
ICT	FET Certificate: Information Technology (Systems Development)	78965	Or Occupational Qualification equivalent	NQF 4	
	FET Certificate: Information Technology (Technical Support)	78964	Or Occupational Qualification equivalent	NQF 4	

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TENDERING PROCEDURES

T1.4.

Services	Occupational Certificate: Contact Centre Manager	99687	Or Occupational Qualification equivalent	NQF 5	
	National Certificate: New Venture Creation (SMME)	49648	Or Occupational Qualification equivalent	NQF 2	
	Occupational Skills Programmes: Spatial Intelligence Data Scientist	210604	Or Occupational Qualification equivalent	NQF 5	
	Occupational Skills Programmes: Advanced Spatial Data Scientist	210603	Or Occupational Qualification equivalent	NQF 5	
	National Certificate: Water and Wastewater Treatment Process Operations	58951	Or Occupational Qualification equivalent	NQF 2	
Water and Sanitation	FET Certificate: Water and Wastewater Treatment Process Control Supervision	61709	Or Occupational Qualification equivalent	NQF 4	
	National Certificate: Water and Wastewater Process Control	60190	Or Occupational Qualification equivalent	NQF 3	
	National Certificate: Water and Wastewater Reticulation Services	60155	Or Occupational Qualification equivalent	NQF 3	
	Occupational Certificate: Industrial Water Plant Operator	102758	Or Occupational Qualification equivalent	NQF 4	

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**TENDERING PROCEDURES
T1.5.**

	Occupational Certificate: Waterworks Management Practitioner	118808	Or Occupational Qualification equivalent	NQF 6	
	Occupational Certificate: Plumbing	91782	Or Occupational Qualification equivalent	NQF 4	
	Occupational Certificate: Training and Development Practitioner	101321	Or Occupational Qualification equivalent	NQF 5	
	Occupational Certificate: Project Manager	101869	Or Occupational Qualification equivalent	NQF 5	
	Occupational Certificate: Office Administrator	102161	Or Occupational Qualification equivalent	NQF 5	
	Occupational Certificate: Safety, Health and Quality Practitioner	99714	Or Occupational Qualification equivalent	NQF 5	

The bidder to indicate the following:

- If they are accredited in short skills or learnership programme in Table 1 (UWS will accept both short skills and learnership accreditation from SDPs).
- If their accreditation(s) are for Historical Qualifications or Occupational Qualifications under the Field of Study stated in Table 1.
- For Historical Qualifications bidders to indicate the expiry date of qualification and provide proof where the qualification has been extended under the Ministerial Determination.

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated on 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

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TENDERING PROCEDURES
T1.6.

Preference point system is applicable: points for this bid shall be awarded for:

- a) Price; and (80) 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.
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	An entity which is at least 51% owned by Black People	10	Sworn Affidavit/ Valid B-BBEE Certificate
RDP	The promotion of South African owned enterprises	10	Proof of business address or CSD report
Total points for preferential goals		20 or 10	

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

Queries relating to the issue of these documents shall be addressed to: Mbali Dimba, Tel No.: 078 127 1506, e-mail: Mbali.dimba@uuw.co.za.

A **COMPULSORY** briefing meeting is hereby solicited no online meeting. Hence, the meeting will be held with representatives of Umgeni Water Services at the below address:

Venue: Durban Heights Training Centre
88 Dunkeld Rd, Reservoir Hills,
Durban, 4091
Date: 23 January 2025 Thursday
Time: 10am - 12pm

No tender documents will be issued during the briefing meeting.

Tenderers must ensure that they bring their documents to the clarification meeting for signing purposes. No concessions will be made for tenderers who do not have their tender documents in their possession.

The closing time for submission of Tenders is **12h00 on 13 February 2025**

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 their 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 Umgeni Water Services, may lodge an appeal within 7 calendar days of the date of the intention to award advertisement appearing in the relevant print media.

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TENDERING PROCEDURES
T1.7.

*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 Managing Director's Office,
Attention: The Managing Director
Email: peter.thompson@umgeni.co.za*

Note that appeals not addressed to the abovementioned email will not be considered.

Umgeni Water Services Reserves the Right to Award the Contract In Whole or In Part.

uMngeni Water Services will rotate bidders on the panel according to the Panel Rotation Procedure.

uMngeni Water Services may, within the criteria of this bid document, review the composition of the panel every 6 months by notice on the applicable advertising platforms to maintain its performance and functionality.

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TENDERING PROCEDURES
T1.8.

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

The conditions of tender are the Umgeni Water Services 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.2.1 Test for eligibility

Each member of the Employer's tender evaluation committee is to independently score each tender in respect of eligibility criteria set in this tender in F2.1

Bidders not submitting the necessary documentation to enable the committee to perform the testing against set eligibility criteria at tender closing stage, or not meeting the set minimum criteria based on the information subsisted at tender closing will be disqualified.

F.3.8 Test for responsiveness

Each member of the Employer's tender evaluation committee is to independently score each tender in respect of functionality criteria set in this tender in F.3.11.9.

Failure to score a single point in any of the categories listed in F.3.11.9. Of the tender will deem the bid to be non-responsive and the bidder will be disqualified.

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. /

Information provided in the listed Returnable Schedules above is for Evaluation of Functionality and does not supersede the Scope of Work and Services outlined by the Employer in Section C3 of this tender document.

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is Umgeni Water Services
	F.1.2 Tender Documents

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TENDERING PROCEDURES
T1.9.

F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents VOLUME 2 – Offer, Contract, Price and Scope of Work Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information						
F.1.4 Communication and Employer's agent							
F.1.4	The Employer's agent is : <u>Tender Queries</u> Name: Mbali Dimba Address: Durban Heights Training Centre Tel: 078 127 1506 E-mail: mbali.dimba@uuw.co.za						
F.2.1 Eligibility							
F.2.1	Umgeni Water Services will only consider submissions from tenderers who satisfy the following criteria: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Tender eligibility</th><th style="text-align: center;">Returnable</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">Completed and signed Bidders Disclosure Form</td><td style="text-align: center;">T2.2.2</td></tr> <tr> <td style="text-align: center;">The Tenderer [The main bidder or JV Partner and any sub-contractor (where relevant)] must provide proof of full and valid accreditation*</td><td style="text-align: center;">T2.2.19 and 2.2.21</td></tr> </tbody> </table> <i>*Accreditation Requirements:</i> - The tendered must be fully accredited by the relevant Sector Education and Training Authority (SETA) for the qualifications or programs listed in the tender. - Proof of accreditation and program approval must be provided at the time of bid submission in T2.2.19 - All Subject matter experts (Assessors and Moderators) listed in T2.2.7 must have valid accreditation by the relevant SETA and proof must be provided at the time of bid submission in T2.2.21 Each member of the Employer's tender evaluation committee is to independently score each tender in respect of eligibility criteria set in this tender in F2.1 Bidders not submitting the necessary documentation to enable the committee to perform the testing against set eligibility criteria at tender closing, or not meeting the set minimum criteria based on the information subsisted at tender closing, will be disqualified and not evaluated further for responsiveness.	Tender eligibility	Returnable	Completed and signed Bidders Disclosure Form	T2.2.2	The Tenderer [The main bidder or JV Partner and any sub-contractor (where relevant)] must provide proof of full and valid accreditation*	T2.2.19 and 2.2.21
Tender eligibility	Returnable						
Completed and signed Bidders Disclosure Form	T2.2.2						
The Tenderer [The main bidder or JV Partner and any sub-contractor (where relevant)] must provide proof of full and valid accreditation*	T2.2.19 and 2.2.21						

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TENDERING PROCEDURES
T1.10.

	F.2.7 Clarification meeting
F.2.7	There shall be a clarification meeting which is compulsory. The details for the clarification meeting are stated in the Tender Notice and Invitation to Tender.
	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 60 calendar days from the closing date.
	F.2.19 Inspections, tests and analysis: Not applicable to this tender
	F.2.20 Submit securities, bonds, policies, etc. Not applicable to this tender
	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) Registration Certificates of Quality Assurance Bodies relevant to the qualification for which the various SDPs are proposed. 4) Qualification certificates relevant to the qualification for which the various SDPs are proposed.

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TENDERING PROCEDURES
T1.11.

	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 sixty five (65) points from a maximum attainable score of one hundred (100) points															
	F.3.11 Evaluation of tender offers															
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Eligibility and Functionality only)															
F.3.11.3 (4c)	Price and preference points will be applied when quotations from the established panel is requested. The following preference point systems are applicable to all Tenders when the panel:															
(5c)	1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and 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><u>Tender evaluation categories</u></th><th><u>Total points</u></th><th><u>Returnable</u></th></tr><tr><td>Bidder's Company Experience</td><td>30</td><td>T2.2.5</td></tr><tr><td>Facilitator's Experience</td><td>15</td><td>T2.2.7</td></tr><tr><td>Assessor's and Moderator's Experience</td><td>25</td><td>T2.2.7</td></tr><tr><td>Methodology</td><td>30</td><td>T2.2.23</td></tr></table> Each member of the Employer's tender evaluation committee is to independently score each tender in respect of functionality criteria set in this tender in F.3.11.9 and detailed score sheet as per respective returnable listed above. <u>Failure to score a single point in any of the categories listed in F.3.11.9. Of the tender will deem the bid to be non-responsive and the bidder will be disqualified.</u> 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 F3.8. Information provided in the listed Returnable Schedules above is for Evaluation of Functionality and does not supersede the Scope of Work and Services outlined by the Employer in Section C3 of this tender document.	<u>Tender evaluation categories</u>	<u>Total points</u>	<u>Returnable</u>	Bidder's Company Experience	30	T2.2.5	Facilitator's Experience	15	T2.2.7	Assessor's and Moderator's Experience	25	T2.2.7	Methodology	30	T2.2.23
<u>Tender evaluation categories</u>	<u>Total points</u>	<u>Returnable</u>														
Bidder's Company Experience	30	T2.2.5														
Facilitator's Experience	15	T2.2.7														
Assessor's and Moderator's Experience	25	T2.2.7														
Methodology	30	T2.2.23														

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TENDERING PROCEDURES
T1.12.

	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).
	F3.18 Provide written reasons for actions taken
F3.19	Persons aggrieved by decisions or actions taken by Umgeni Water Services, 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 Managing Director's Office, Attention: The Managing Director Email: peter.thompson@umgeni.co.za Note that appeals not addressed to the abovementioned email will not be considered. uMngeni Water Services reserves the right to award the Contract in whole or in part. <i>UMngeni Water Services will rotate bidders on the panel according to the Panel Rotation Procedure.</i> <i>uMngeni Water Services may, within the criteria of this bid document, review the composition of the panel every 6 months by notice on the applicable advertising platforms to maintain its performance and functionality.</i>

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RETURNABLE DOCUMENTS

T2.13.

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 non-compulsory clarification meeting		
T2.2.5 Tenderer's Experience		T2.30
T2.2.6 Key Personnel Assigned to the Work		T2.33
T2.2.7 Experience of Key Personnel		T2.34
T2.2.8 Registration Certificate / Agreement / ID Document		T2.43
T2.2.9 Amendments, Qualifications and Alternatives		T2.44
T2.2.10 Record of Addenda to Tender Documents		T2.46
T2.2.11 VAT Registration Certificate		T2.47
T2.2.12 Schedule of Proposed Sub-Consultants		T2.48
T2.2.13 Letter of Good Standing in terms of COIDA Act		T2.50
T2.2.14 Preference Points claim form in terms of the PPPFA Regulations 2022		T2.51
T2.2.15 Tenderer's Financial Standing		T2.63
T2.2.16 Tenderer's Health and Safety Declaration		T2.64
T2.2.17 Pro forma OHS Notification		T2.65
T2.2.18 Letter of Intent to provide Professional Indemnity and Public Liability Cover		T2.57
T2.2.19 Accreditation certificates (valid) issued by the relevant Sector Education and Training Authority (SETA) for the qualifications or programs listed in the tender		T2.58
T2.2.20 Central Supplier Database (CSD) Report		T2.59
T2.2.21 Accreditation certificates (valid) issued by the relevant Sector Education and Training Authority (SETA) for the relevant personnel listed in the tender		
T2.2.22 Signed Joint Venture Agreement if applicable		
T2.2.23 Signed sub-contracting agreement if applicable		
T2.2.23 Tenderers Methodology in response to Scope of Work		

T2.14.

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Mr./Mrs.....(Whose signature

appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

T2.15.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned.

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

.....

.....
SIGNATURE

.....
DATE

T2.16.

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....		
.....		
.....		
.....		

We, the partners in the business trading as.....

Hereby authorize

To sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

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

T2.17.

D. CLOSE CORPORATION

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

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

At.....

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME).....

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

SIGNATURE OF SIGNATORY:

WITNESSES:

1.....

2.

T2.18.

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 authorized representatives of the enterprises, authorizing 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 authorized 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 authorized representatives of the enterprises, authorizing 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 authorized to sign all documents in connection with
this tender on behalf of:

(Name of Consortium).....

In his/her capacity as:

Signature.....Date:.....

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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]

T2.2.4 PROOF OF ATTENDANCE AT THE NON COMPULSORY CLARIFICATION MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. 2025/016 UWS

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 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work. Before compiling the company's experience, the Tenderer shall familiarize himself with the evaluation criteria 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.

Programme name	Programme Location	Duration and Year Completed	Number of Learners	Client/Employer	Client reference Contact Details

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

DESCRIPTION	MAX POSSIBLE SCORE
References of Company experience in completing training programmes applied for in this tender: • 2 - 3 References – 10 points • 4 - 5 References – 20 points, • ≥6 References – 30 points	30

T2.27.

T2.2.5 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

T2.28.

T2.2.6 PERSONNEL ASSIGNED TO THE WORK

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

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, subject matter experts and management of the monitoring phase where relevant

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

T2.2.7 EXPERIENCE OF KEY PERSONNEL

Provide relevant information (CV's) as prescribed below for each of the Programmes applied for

For the purpose of Eligibility Criteria, the Employer regards the experience of the following Key Personnel as critical to project success and these personnel will be evaluated for Eligibility. The required CV's are outlined in the table below.

		Registered Assessor/s	Registered Moderator/s	Registered Facilitator/s
ICT	FET Certificate: Information Technology (Systems Development)			
	FET Certificate: Information Technology (Technical Support)			
Services	Occupational Certificate: Contact Centre Manager			
	National Certificate: New Venture Creation (SMME)			
	Occupational Skills Programmes: Spatial Intelligence Data Scientist			
	Occupational Skills Programmes: Advanced Spatial Data Scientist			
	National Certificate: Water and Wastewater Treatment Process Operations			
Water and Sanitation	FET Certificate: Water and Wastewater Treatment Process Control Supervision			
	National Certificate: Water and Wastewater Process Control			

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T2.30.

	National Certificate: Water and Wastewater Reticulation Services			
	Occupational Certificate: Industrial Water Plant Operator			
	Occupational Certificate: Waterworks Management Practitioner			
	Occupational Certificate: Plumbing			
	Occupational Certificate: Training and Development Practitioner			
	Occupational Certificate: Project Manager			
	Occupational Certificate: Office Administrator			
	Occupational Certificate: Safety, Health and Quality 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 the outline shall include start and finish dates of the assignments

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The scoring of the experience of Facilitator shall be as follows: 15

DESCRIPTION	MAX POSSIBLE SCORE
Experience of Facilitator 3 to 4 yrs. – 6 points 4 to 5 yrs. – 10 points ≥5yrs –15 points	15

The scoring of the experience of Assessors and Moderators shall be as follows: 25

DESCRIPTION	MAX POSSIBLE SCORE
Experience of Assessor 3 to 4 yrs. – 3 points 4 to 5 yrs. – 7 points ≥5yrs –10 points	10
Experience of Moderator 3 to 4 yrs. – 6 points 4 to 5 yrs. – 10 points ≥5yrs –15 points	15

T2.2.7 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

T2.33.

T2.2.8 REGISTRATION CERTIFICATES / 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

T2.34.

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature.....

Date.....

T2.35.

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

T2.2.11 VAT REGISTRATION CERTIFICATE

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

T2.2.12 SCHEDULE OF PROPOSED SUB-CONSULTANTS

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

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

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

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

T2.38.

**T2.2.13 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

T2.2.14 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) 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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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:

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration

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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	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)
An entity which is at least 51% owned by Black People	10	
The promotion of South African owned enterprises	10	

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

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- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized 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 favorable 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:

T2.2.15 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)

T2.2.16 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)

T2.2.17 P R O F O R M A O H S N O T I F I C A T I O N

NOT APPLICABLE TO THIS TENDER

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

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

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

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

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

Telephone number:

.....

2. Supplier's compensation registration

number:.....

3. (a) Name and postal address of

Purchaser:.....

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

Telephone

number:.....

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

.....

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

Telephone

Number:

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

Telephone number:.....

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

.....

T2.47.

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:

T2.48.

T2.2.18 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

T2.2.19 ACCREDITATION CERTIFICATES (VALID) ISSUED BY THE RELEVANT SECTOR EDUCATION AND TRAINING AUTHORITY (SETA) FOR THE QUALIFICATIONS OR PROGRAMS LISTED IN THE TENDER

INSERT HERE

Relevant SETA Accreditation:

The relevant SETA, under the Skills Development Act, regulates skills development providers within the services sector. For any training provider to deliver programs listed in the tender (such as Contact Centre Support or New Venture Creation), they must be accredited by the Services SETA, ensuring that the qualifications are recognized and comply with NQF standards.

Providers must also comply with SETA-specific regulations, such as quality assurance, reporting learner achievements, and maintaining appropriate resources and infrastructure.

Sector	Field of Study	SAQA Qualification ID	QCTO Occupational Equivalent applicable – if	NQF Range (where applicable) Level	Program/s being applied for
ICT	FET Certificate: Information Technology (Systems Development)	78965	Or Occupational Qualification equivalent	NQF 4	
	FET Certificate: Information Technology (Technical Support)	78964	Or Occupational Qualification equivalent	NQF 4	
Services	Occupational Certificate: Contact Centre Manager	99687	Or Occupational Qualification equivalent	NQF 5	
	National Certificate: New Venture Creation (SMME)	49648	Or Occupational Qualification equivalent	NQF 2	
	Occupational Skills Programmes: Spatial Intelligence Data Scientist	210604	Or Occupational Qualification equivalent	NQF 5	
	Occupational Skills Programmes: Advanced Spatial Data Scientist	210603	Or Occupational Qualification equivalent	NQF 5	
	National Certificate: Water and Wastewater Treatment Process Operations	58951	Or Occupational Qualification equivalent	NQF 2	
Water and Sanitation	FET Certificate: Water and Wastewater Treatment Process Control Supervision	61709	Or Occupational Qualification equivalent	NQF 4	
	National Certificate: Water and Wastewater Process Control	60190	Or Occupational Qualification equivalent	NQF 3	
	National Certificate: Water and Wastewater Reticulation Services	60155	Or Occupational Qualification equivalent	NQF 3	
	Occupational Certificate: Industrial Water Plant Operator	102758	Or Occupational Qualification equivalent	NQF 4	
	Occupational Certificate: Waterworks Management Practitioner	118808	Or Occupational Qualification equivalent	NQF 6	

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	Occupational Plumbing Certificate:	91782	Or Occupational Qualification equivalent	NQF 4	
	Occupational Training and Development Practitioner Certificate:	101321	Or Occupational Qualification equivalent	NQF 5	
	Occupational Project Manager Certificate:	101869	Or Occupational Qualification equivalent	NQF 5	
	Occupational Office Administrator Certificate:	102161	Or Occupational Qualification equivalent	NQF 5	
	Occupational Safety, Health and Quality Practitioner Certificate:	99714	Or Occupational Qualification equivalent	NQF 5	

T2.2.20 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

The appointment of a panel of accredited training providers for uMngeni Water Learning Academy for a period of Thirty-Six (36) months

RETURABLE DOCUMENTS

T2.51.

T2.2.21 ACCREDITATION CERTIFICATES (VALID) ISSUED BY THE RELEVANT SECTOR EDUCATION AND TRAINING AUTHORITY (SETA) FOR THE RELEVANT PERSONEL LISTED IN THE TENDER

INSERT HERE

T2.52.

T2.2.22 SIGNED JOINT VENTURE AGREEMENT IF APPLICABLE

INSERT HERE

T2.53.

T2.2.23 SIGNED SUB-CONTRACTING AGREEMENT IF APPLICABLE

INSERT HERE

T2.2.23 TENDERERS METHODOLOGY IN RESPONSE TO SCOPE OF WORK

INSERT HERE

The methodology refers to the bidder providing a Project Implementation Plan for each Program they are applying for and that is aligned to the Scope of Work in Part C3. This relates to duration and methodology to deliver core and electives modules as well as formative and summative assessments, Work integrated learning and log-books completion

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

The scoring of the Methodology will be as follows: 30

DESCRIPTION	MAX POSSIBLE SCORE
No Method Statement submitted	No submission (score 0)
The Project Implementation Plan 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.	Poor (score 3)
The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.	Satisfactory (score 10)
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.	Good (score 20)
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.	Very good (score 30)



TENDER NO: 2025-016 UWS

Tender Description: The appointment of a panel of accredited training providers for Umgeni Water Learning Academy for a period of Thirty-Six (36) months.

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

Issued by:

Umgeni Water Services
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Mbali Dimba
Telephone: 078 127 1506.

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.

C1.1 F O R M O F O F F E R A N D A C C E P T A N C E

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **Tender Description: The appointment of a panel of accredited training providers for Umngeni Water Learning Academy for a period of Thirty-Six (36) months.**

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

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

Use this wording in place of the preceding paragraph in the case where a contract is negotiated with a single Tenderer as there will be no Tender Data. Delete row if not applicable. This will be very rarely used

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 Water Services

Address 310 Burger Street, Pietermaritzburg

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

AS WITNESS

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

Date:

C: SCHEDULE OF DEVIATIONS

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

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

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

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

1. **Subject:**
 Details:

2. **Subject:**
 Details:

3. **Subject:**
 Details:

4. **Subject:**
 Details:

5. **Subject:**
 Details:

6. **Subject:**
 Details:

7. **Subject:**
 Details:

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed

Signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

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

Witness:

Signature:
Name:
Date:

FOR UMGENI WATER SERVICES

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 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 Water Services
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: Debbie Cornish – Business Development and Operations The address for receipt of communications is: Telephone: 076 292 6148 E-mail: Debbie.cornish@umngeni.co.za
1	The Project is UWS has established a Learning Academy to respond to dire shortage of skills in the water and sanitation and its value chain. The institution is in need of professional support to facilitate the delivery of accredited training and skills development in the various skills that supports the water and sanitation industry value chain.
1	The Period of Performance is 36 Months from the Commencement Date.
3.5	The location for the performance of the Project is KwaZulu Natal – various locations
3.9.2	The time based fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	there is no daily penalty applicable
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 rd Edition, CIDB document 1014)
4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide the following minimum insurances: 1. Public Liability Insurance Minimum Cover is: R1 000 000 (ONE million rand) Period of cover: For the period of performance
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 Umgweni Water Services
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
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
	The additional conditions of contract
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"><thead><tr><th>Name</th><th>Specific duties</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table>	Name	Specific duties												
Name	Specific duties														

PART C2: SCOPE OF WORK

UWS has established a Learning Academy to respond to dire shortage of skills in the water and sanitation and its value chain. The institution is in need of professional support to facilitate the delivery of accredited training and skills development in the various skills that supports the water and sanitation industry value chain.

1.1. Skills / Learnership Programme

Successful bidders will be expected to form a panel of Skills Development Providers (SDPs) and be accredited in any of the following programs:

Table 1 – UWS Programme requirements

Sector	Field of Study	SAQA Qualification ID	QCTO Occupational Equivalent if applicable	NQF Level Range (where applicable)
ICT	FET Certificate: Information Technology (Systems Development)	78965	Or Occupational Qualification equivalent	NQF 4
	FET Certificate: Information Technology (Technical Support)	78964	Or Occupational Qualification equivalent	NQF 4
Services	Occupational Certificate: Contact Centre Manager	99687	Or Occupational Qualification equivalent	NQF 5
	National Certificate: New Venture Creation (SMME)	49648	Or Occupational Qualification equivalent	NQF 2
	Occupational Skills Programmes: Spatial Intelligence Data Scientist	210604	Or Occupational Qualification equivalent	NQF 5
	Occupational Skills Programmes: Advanced Spatial Data Scientist	210603	Or Occupational Qualification equivalent	NQF 5
	National Certificate: Water and Wastewater Treatment Process Operations	58951	Or Occupational Qualification equivalent	NQF 2
Water and Sanitation	FET Certificate: Water and Wastewater Treatment Process Control Supervision	61709	Or Occupational Qualification equivalent	NQF 4

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	National Certificate: Water and Wastewater Process Control	60190	Or Occupational Qualification equivalent	NQF 3
	National Certificate: Water and Wastewater Reticulation Services	60155	Or Occupational Qualification equivalent	NQF 3
	Occupational Certificate: Industrial Water Plant Operator	102758	Or Occupational Qualification equivalent	NQF 4
	Occupational Certificate: Waterworks Management Practitioner	118808	Or Occupational Qualification equivalent	NQF 6
	Occupational Certificate: Plumbing	91782	Or Occupational Qualification equivalent	NQF 4
	Occupational Certificate: Training and Development Practitioner	101321	Or Occupational Qualification equivalent	NQF 5
	Occupational Certificate: Project Manager	101869	Or Occupational Qualification equivalent	NQF 5
	Occupational Certificate: Office Administrator	102161	Or Occupational Qualification equivalent	NQF 5
	Occupational Certificate: Safety, Health and Quality Practitioner	99714	Or Occupational Qualification equivalent	NQF 5

1. Deliverables/Key Outcomes.

1.2. Scope of Work

The scope of work for the SDP shall be:

1.2.1. Facilitation and Assessment

- Conduct pre-assessment of learners before the final selection of the learners, where UWS deem necessary.

-
- Structured Learning: Facilitate the structured learning component of the Learnership or Skills Programme under the banner of UWLA, representing UWLA rather than an independent organization.
 - Provide Learner support to ensure learners attain the required number of credits within the expected time frames.
 - Identify learners with special educational and training needs and develop mechanisms to address those.
 - Monitor and evaluate internal moderation processes.
 - Ensure that external moderation of the assessment results is concluded and forward reports of such to the relevant accrediting body.
 - Issue Certificates of the qualification awarded by the relevant accrediting body.

1.2.2. Administrative Functions

The accredited SDP must: 1.

- Provide the pre-existing approved learning material for the program.
- Confidentiality: Ensure strict confidentiality regarding all student information, financial data, and any other sensitive information related to students, courses, programs, and stakeholders.
- Upload Learners for registration and learner achievements to the relevant accrediting body.
- Register and maintain the learners on the National Learners` Records Database (NLRD), and keep registrations updated as necessary.
- Comply with training provider duties as per learnership agreement.
- Monitor learner progress.
- Submit monthly reports or as a when UWS requires them.
- Assist UWS in conducting induction programmes for learners and employers.
- Assist with the completion and collection of the learner time sheets for the payment of the learner allowances, where applicable.
- Workplace monitoring of learner logbooks.

1.2.3. Planning and Support

- Develop Project Implementation Plans (PIPs) with time frames for structured learning and workplace training.
- Conduct at least four site visits per learner at the workplace per year to support the workplace learning [one per quarter].
- Facilitate quarterly meetings with employers.
- Attending meetings and/or feedback sessions with Stakeholders as required.

2. Contract term

We anticipate that the Contract will commence 11 October 2025. The anticipated Contract term and options to extend are: 36 Months

3. Other information

- a) Payment will be [monthly on invoice].
- b) New Intellectual Property arising as a result of the Contract will be the property of Umngeni Water Services
- c) Key Contract Clauses:

Key contract clauses

1. Accreditation Requirements:

- **Clause:** All SDPs must be fully accredited by the relevant Sector Education and Training Authority (SETA) for the qualifications or programs listed in the tender.
- **Condition:** Proof of accreditation and program approval must be provided at the time of bid submission.
- **Action:** The contract will be null and void if the provider loses accreditation during the contract period.

2. Scope of Services and Deliverables:

- **Clause:** The SDP shall provide the full structured learning component for each learnership or skills program. This includes facilitation, learner support, assessments, moderation, and certification.
- **Action:** Failure to deliver these services in line with agreed timelines or standards will result in penalties or termination of the contract.

3. Learner Assessment and Certification:

- **Clause:** SDPs must conduct learner assessments and ensure external moderation is completed by the relevant accrediting body.
- **Action:** Certificates awarded by the relevant accrediting body must be issued to learners within a stipulated time after completion.

4. Monitoring and Reporting:

- **Clause:** The SDP must submit monthly progress reports, including learner performance, attendance, and any challenges faced, to UWS. These reports must include updates on internal moderation and learner achievements.
- **Action:** Failure to submit these reports in a timely manner may result in financial penalties or a reduction in future payments.

5. Compliance with Learnership Agreements:

- **Clause:** The SDP must comply with all duties and obligations as per the learnership agreements signed with learners and employers, including monitoring learner workplace training, maintaining records, and ensuring completion of logbooks.
- **Action:** Non-compliance will lead to performance reviews and possible termination of the contract.

6. Project Implementation Plan (PIP):

- **Clause:** SDPs must develop and submit a detailed Project Implementation Plan (PIP) for each program, outlining the structured learning and workplace training components, with clear timelines.
- **Action:** UWS will review and approve the PIP before the commencement of the program. Non-adherence to the PIP will trigger performance reviews and contract penalties.

7. Learner Support and Special Educational Needs:

- **Clause:** SDPs must identify learners with special educational needs and provide appropriate support mechanisms to address these needs.
- **Action:** Failure to address these needs adequately may result in a contract review and possible penalties.

8. Financial Management and Cost Reporting:

- **Clause:** SDPs must maintain financial records of learner stipends, program costs, and any other expenses incurred as part of the contract. SDPs must submit financial reports upon request.
- **Action:** Inadequate financial management or failure to report may result in delayed payments or contract suspension.

9. Workplace Training and Monitoring:

- **Clause:** The SDP must conduct at least four site visits per learner at their workplace each year to monitor their progress and ensure compliance with training requirements.
- **Action:** Failure to conduct these site visits will result in a review of the SDP's performance and possible contract termination.

10. Termination Clause:

- **Clause:** UWS reserves the right to terminate the contract if the SDP fails to meet the performance requirements, including accreditation loss, substandard delivery of services, or non-compliance with reporting obligations.
- **Action:** Termination will be subject to a formal review process and notice period.

11. Penalties and Performance Management:

- **Clause:** The contract will include specific performance indicators, such as learner pass rates, timely submission of reports, and compliance with accreditation requirements. Failure to meet these indicators will result in penalties.
- **Action:** Penalties may include financial deductions, withholding of payments, or termination of the contract for persistent underperformance.

12. Change Management Clause:

- **Clause:** Any changes to the scope of work, timelines, or deliverables must be formally agreed upon by both parties in writing before implementation.
- **Action:** Any unauthorized changes will not be compensated and may result in contract disputes or termination.

13. Confidentiality and Data Protection:

- **Clause:** The SDP must ensure that all learner data, including personal information and academic records, is treated as confidential and protected according to the relevant data protection laws (such as POPIA in South Africa).
- **Action:** Breach of confidentiality will result in immediate contract termination and possible legal action.

14. Dispute Resolution:

- **Clause:** Any disputes arising from the contract will be resolved through mediation or arbitration before taking any legal action.
- **Action:** Both parties agree to cooperate in good faith to resolve disputes quickly and efficiently.

15. Representation of UWLA

- **Clause:** The appointed SDP shall perform all duties and interactions under the banner of the **Umgeni Water Learning Academy (UWLA)**. The SDP shall not present or promote its independent organization during any UWLA activity or engagement and must be clearly identified as representing UWLA in all communications and facilitation-related activities.
- **Action:** Any breach of this requirement will result in a review of the SDP's compliance and may lead to contract termination or other performance-related penalties.

- d) The regulatory legislation that could impact this tender, particularly concerning service providers accredited with the Relevant SETA, includes several key laws and policies related to education, training, and skills development in South Africa:

1. Skills Development Act, 1998 (Act No. 97 of 1998):

This act promotes workplace training and skills development, guiding the operation of SETAs (Sector Education and Training Authorities), including the Services SETA. It mandates that training providers must be accredited by the relevant SETA to ensure compliance with quality standards in education and training.

2. National Qualifications Framework Act, 2008 (Act No. 67 of 2008):

This act governs the National Qualifications Framework (NQF) and the South African Qualifications Authority (SAQA). It mandates that training programs must align with NQF levels and ensures that accredited providers meet the standards for delivering education and training.

3. Relevant SETA Accreditation:

Under the Skills Development Act, the relevant SETA (such as Services SETA, EWSETA, or MICT SETA) regulates skills development providers within their respective sectors. For any training provider to deliver programs listed in the tender (e.g., Contact Centre Support or New Venture Creation), they must be accredited by the relevant SETA, ensuring that qualifications are recognized and comply with NQF standards. Providers must also comply with SETA-specific regulations, such as quality assurance, reporting learner achievements, and maintaining appropriate resources and infrastructure.

4. Protection of Personal Information Act (POPIA), 2013 (Act No. 4 of 2013):

The POPIA aims to protect personal information processed by public and private entities in South Africa. Under this act, the appointed Service Delivery Partner (SDP) must ensure the confidentiality, integrity, and secure processing of all personal information related to learners, including personal data, financial information, academic records, and any other information associated with the courses, programs, or stakeholders. Compliance with POPIA includes maintaining data security measures, limiting data access, and securing learner consent for the use of personal information.

4. Mandatory documentation

The bidder to indicate the following:

- If they are accredited in short skills or learnership programme in Table 1 (UWS will accept both short skills and learnership accreditation from SDPs).
- If their accreditation(s) are for Historical Qualifications or Occupational Qualifications under the Field of Study stated in Table 1.
- For Historical Qualifications bidders to indicate the expiry date of qualification and provide proof where the qualification has been extended under the Ministerial Determination.

PART C4: SITE INFORMATION

**DURBAN HEIGHTS TRAINING CENTRE
88 DUNKELD ROAD
RESERVIOR HILLS
DURBAN**

ANNEXURE to C3.1 *add as necessary and create a fly-sheet for each*

Disclaimer

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