



TENDER NO: 2024/144

GREATER MPOFANA BULK WATER SUPPLY SCHEME PHASE 1 - APPOINTMENT OF A REHABILITATION SPECIALIST TO REHABILITATE THE BRUNTVILLE WETLAND

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

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FOR INFORMATION USE ONLY

Tender Number: [2024/144]

Tender Title: GREATER MPOFANA BULK WATER SUPPLY SCHEME PHASE 1 - APPOINTMENT OF A REHABILITATION SPECIALIST TO REHABILITATE THE BRUNTVILLE WETLAND

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:

GREATER MPOFANA BULK WATER SUPPLY SCHEME PHASE 1 - APPOINTMENT OF A REHABILITATION SPECIALIST TO REHABILITATE THE BRUNTVILLE WETLAND

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

- **Qualification** The rehabilitation specialist must have a minimum of an Honours Degree in Ecology or Natural Sciences (or equivalent Science degree which is in-line with the Environmental Sciences field). If the qualification was not obtained from South Africa, confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards must be obtained.

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.
- 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 | |

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

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

Documents will be issued upon request via e-mail.

Queries relating to the issue of these documents shall be addressed to: **Ms 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 (30 August 2024) at 11:00. Via Microsoft Teams

The closing time for submission of Tenders is **12h00 on 12 September 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 |
| | F.1.4 Communication and Employer’s agent |
| F.1.4 | The Employer’s agent is : <u>Tender Queries</u> Name: [Nosipho Mkhize] |

| | |
|-----------------------|--|
| | <p>Address: 310 Burger Street , Pietermaritzburg ,3200</p> <p>Tel: 033 341 1062</p> <p>E-mail: nosipho.mkhize@umgeni.co.za</p> |
| | F.2.1 Eligibility |
| F.2.1 | <p>uMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria:</p> <ol style="list-style-type: none"> The tenderer completed the Bidders Disclosure Form (T2.2.2) 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. Qualification: The Rehabilitation Specialist must have a minimum of an Honours Degree in in Ecology or Natural Sciences (or equivalent Science degree which is in-line with the Environmental Sciences field). If the qualification was not obtained from South Africa, confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards must be obtained. |
| | F.2.7 Clarification meeting |
| F.2.7 | <p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p> |
| | 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 | <p>The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>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</p> <p>Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued.</p> <p>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</p> |

| | |
|--------------------------|--|
| | 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: <ul style="list-style-type: none"> 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) Certificates confirming Qualifications |
| | 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 (4c) (5c) | The following preference point systems are applicable to all Tenders: <ul style="list-style-type: none"> 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 | <p>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:</p> <table border="1" data-bbox="446 380 1418 548"> <thead> <tr> <th data-bbox="446 380 590 414"></th> <th data-bbox="590 380 1197 414">Returnable Schedule</th> <th data-bbox="1197 380 1418 414">Weighting %</th> </tr> </thead> <tbody> <tr> <td data-bbox="446 448 590 481">T2.2.08</td> <td data-bbox="590 448 1197 481">Tenderer's Experience</td> <td data-bbox="1197 448 1418 481">30</td> </tr> <tr> <td data-bbox="446 481 590 515">T2.2.09</td> <td data-bbox="590 481 1197 515">Experience of Key Personnel</td> <td data-bbox="1197 481 1418 515">60</td> </tr> <tr> <td data-bbox="446 515 590 548">T2.2.12</td> <td data-bbox="590 515 1197 548">Method Statement</td> <td data-bbox="1197 515 1418 548">10</td> </tr> </tbody> </table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p> <p>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.</p> | | Returnable Schedule | Weighting % | T2.2.08 | Tenderer's Experience | 30 | T2.2.09 | Experience of Key Personnel | 60 | T2.2.12 | Method Statement | 10 |
|--|--|-------------|---------------------|-------------|---------|-----------------------|----|---------|-----------------------------|----|---------|------------------|----|
| | Returnable Schedule | Weighting % | | | | | | | | | | | |
| T2.2.08 | Tenderer's Experience | 30 | | | | | | | | | | | |
| T2.2.09 | Experience of Key Personnel | 60 | | | | | | | | | | | |
| T2.2.12 | Method Statement | 10 | | | | | | | | | | | |
| F.3.17 Provide copies of the contracts | | | | | | | | | | | | | |
| F.3.17 | The number of paper copies of the signed contract to be provided by the Employer is one (1). | | | | | | | | | | | | |
| F3.18 Provide written reasons for actions taken | | | | | | | | | | | | | |
| F3.18 | Refer to Section 39 of the Supply Chain Management Policy. | | | | | | | | | | | | |
| F3.19 | <p>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.</p> <p>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</p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>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/</p> <p>UMngeni-uThukela Water reserves the right to award the Contract in whole or in part.</p> | | | | | | | | | | | | |

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 | | [T2.11] |
| T2.2.2 | Bidders Disclosure | | [T2.18] |
| T2.2.3 | Tax Compliance Status Letter Requirements | | [T2.20] |
| T2.2.4 | Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting | | [T2.22] |
| T2.2.5 | Contract Participation Goals (CPG) | | [T2.23] |
| T2.2.6 | Tenderer's Experience | | [T2.27] |
| T2.2.7 | Key Personnel Assigned to the Work | | [T2.30] |
| T2.2.8 | Experience of Key Personnel | | [T2.31] |
| T2.2.9 | Proposed Organization and Staffing | | [T2.33] |
| T2.2.10 | Method Statement | | [T2.35] |
| T2.2.11 | Preliminary Programme | | [T2.37] |
| T2.2.12 | Registration Certificate / Agreement / ID Document | | [T2.39] |
| T2.2.13 | Amendments, Qualifications and Alternatives | | [T2.40] |
| T2.2.14 | Record of Addenda to Tender Documents | | [T2.42] |
| T2.2.15 | VAT Registration Certificate | | [T2.43] |
| T2.2.16 | Schedule of Proposed Sub-Consultants | | [T2.44] |
| T2.2.17 | Proof of Purchase of Tender Document | | [T2.45] |
| T2.2.18 | Letter of Good Standing in terms of COID Act | | [T2.46] |
| T2.2.19 | Preference Points claim form in terms of the PPPFA Regulations 2022 | | [T2.47] |
| T2.2.20 | Tenderer's Financial Standing | | [T2.51] |
| T2.2.21 | Tenderer's Health and Safety Declaration | | [T2.52] |
| T2.2.22 | Pro forma OHS Notification | | [T2.53] |
| T2.2.23 | Letter of Intent to provide Professional Indemnity and Public Liability cover | | [T2.55] |
| T2.2.24 | Registration Certificates | | [T2.56] |
| T2.2.25 | Central Supplier Database (CSD) Report | | [T2.57] |



T2.10.

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

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T2.11.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

FOR INFORMATION USE ONLY



T2.12.

C. PARTNERSHIP

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

| Full name of Partner | Residential Address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |
| | | |

We, the partners in the business trading as

Hereby authorize

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

| | | |
|--------------------|--------------------|--------------------|
| Signature | Signature | Signature |
| Date | Date | Date |

FOR INFORMATION USE ONLY



T2.13.

D. CLOSE CORPORATION

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

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

At

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

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

FOR INFORMATION USE ONLY



T2.14.

E. CO-OPERATIVE

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

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

At

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

FOR INFORMATION USE ONLY

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/Mrsand 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 interest in the enterprise, Employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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 consortium¹ 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 |

¹ 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]

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T2.21.

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

CERTIFICATE OF ATTENDANCE

TENDER No. **2024/144**

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:

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T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

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

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

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

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

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

Applicability

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

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

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

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

- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above, will be deemed **ineligible**.

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

UMNGENI-UTHUKELA WATER

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

T2.25.

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela Water for a period not exceeding ten (10) years.

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

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.6 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 T2.28** 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 |
|---------------------------|-----------------------------|--|--|-----------------|----------------------------------|
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T2.27.

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

| DESCRIPTION | MAX POSSIBLE SCORE |
|--|--------------------|
| <p>Company experience in projects comprising Rehabilitation work.</p> <p>Scoring the company experience in terms of projects comprising Rehabilitation for construction work will be as follows (Submit completion certificates and reference letters as proof of previous experience):</p> <ul style="list-style-type: none"> • 3 projects - 70 points • 4 projects - 75 points • 5 projects - 80 points <p>10 additional points for every project more than 5 projects to a maximum of 100 points.</p> | <p>100</p> |

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T2.28.

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. | Rehabilitation Specialist | |

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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. Rehabilitation Specialist |

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** |

| | |
|---|-----|
| <ul style="list-style-type: none"> • Skills and Knowledge: Basic background relating to rehabilitation. Legal knowledge associated with rehabilitation, specifically related to the National Environmental Management Act and the National Water Act. • Work Experience: A minimum of 3 years working experience as a Rehabilitation Specialist. Must have undertaken the rehabilitation of at least three (3) construction projects. <p>The Rehabilitation Specialist must supply information to show experience relating to Rehabilitation work.</p> <p>Scoring the experience in terms of projects undertaken as a Rehabilitation Specialist will be as follows (Submit completion certificates and reference letters as proof of previous experience):</p> | 100 |
|---|-----|

T2.31.

| | |
|---|--|
| <ul style="list-style-type: none"> • 3 projects - 70 points • 4 projects - 75 points • 5 projects - 80 points <p>10 additional points for every project more than 5 projects to a maximum of 100 points. </p> | |
|---|--|

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T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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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.

[
]

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T2.34.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

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T2.2.10 METHOD STATEMENT | 10

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

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

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

The method statement must:

- Demonstrate an understanding of the scope of work required. The Rehabilitation Specialist must explain his / her understanding of the objectives of the assignment and highlight the issues of importance and explain their proposed technical approach.
- Identify key stakeholders.
- Explain the methodologies which are to be adopted.
- Include a work programme indicating time frame and deliverables.
- 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.
- Include Community Engagement Plan.

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. 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. |
| 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

T2.37.

T2.2.11 PRELIMINARY PROGRAMME- NOT APPLICABLE

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 | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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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.

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T2.38.

T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

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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

FOR INFORMATION USE ONLY

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.*

T2.41.

(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 |
|-----------------------------------|---------------------------------|
| | |
| | |
| | |
| | |
| | |
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| | |

[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.....

FOR INFORMATION USE ONLY

T2.2.15 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION USE ONLY

T2.44.

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.....

T2.45.

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

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T2.46.

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

- 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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender <i>[select where applicable to this bid]</i> | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| HDI - The entity which is at least 51% black owned | | | | |
| RDP - 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.

T2.51.

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).



T2.54.

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:
.....

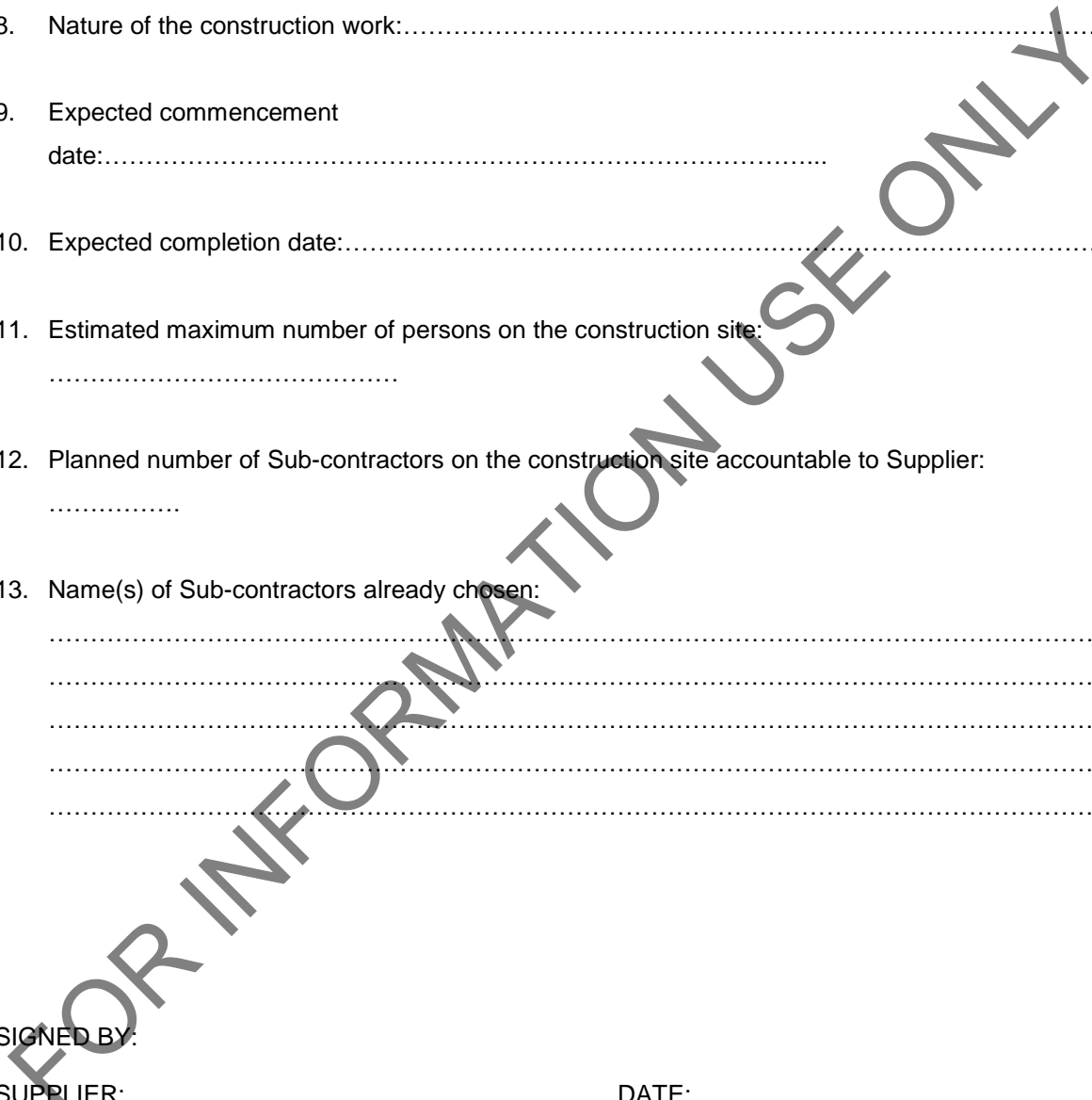
12. Planned number of Sub-contractors on the construction site accountable to Supplier:
.....

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

T2.57.

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



TENDER NO: 2024/144

TENDER TITLE:

GREATER MPOFANA BULK WATER SUPPLY SCHEME PHASE 1 - APPOINTMENT OF A REHABILITATION SPECIALIST TO REHABILITATE THE BRUNTVILLE WETLAND

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.5 ANNEXURES (Omit if not applicable) | C5.1 | White |

FOR INFORMATION USE ONLY

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 **Tender no.2024/144:- GREATER MPOFANA BULK WATER SUPPLY SCHEME PHASE 1 - APPOINTMENT OF A REHABILITATION SPECIALIST TO REHABILITATE THE BRUNTVILLE WETLAND**

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

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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:

FOR INFORMATION USE ONLY

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:

FOR INFORMATION USE ONLY

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: Shabeer Khan The address for receipt of communications is: Telephone: 033 341 1236 E-mail: shabeer.khan@umgeni.co.za Address: 310 Burger Street , Pietermaritzburg, 3201 [REDACTED] |
| 1 | The Project is for the appointment of a Rehabilitation Specialist to rehabilitate the Greater Mpfana Bulk Water Supply Scheme Phase 1 Bruntville Wetland |
| 1 | The Period of Performance is 156 weeks from the Commencement Date. |
| 3.5 | The location for the performance of the Project is Bruntville Township, Mooi-River within Mpfana Local Municipality in KwaZulu-Natal Province. |
| 3.9.2 | The time based fees used to determine changes to the contract price are as stated in the Pricing Data. |
| 3.12 | The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: 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, 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 [REDACTED] Minimum Cover is: R5 000 000 (Five million rand) [REDACTED] Period of cover: For the period of performance [REDACTED] 2. Professional Indemnity Insurance [REDACTED] Minimum Cover is: R5 000 000 (Five million rand) [REDACTED] Period of cover: For the period of performance [REDACTED] |
| 5.5 | The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Change of Key Personnel as the Rehabilitation Specialist. 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". |

FOR INFORMATION USE ONLY

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: 50%;">Name</th> <th style="width: 50%;">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 | | | | | | | | | | | | | | | | |
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FOR INFORMATION USE ONLY

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 (Qty x Rate) |
|--|---|------|-----|--------------|---------------------|
| SECTION 1: PRELIMINARY & GENERAL | | | | | |
| 1.1 | Overheads | Sum | 1 | R | R |
| 1.2 | PPE | Sum | 1 | R | R |
| 1.3 | Health, Safety & Environmental Requirements | Sum | 1 | R | R |
| 1.4 | Medicals | Sum | 1 | R | R |
| 1.5 | Waste Management | Sum | 1 | R | R |
| 1.6 | Ablution Facilities | Sum | 1 | R | R |
| 1.7 | Machinery usage/hire (TLB etc.) | Sum | 1 | R | R |
| Section 1 | | | | | R |
| SECTION 2: WETLAND REHABILITATION | | | | | |
| 2.1 | Authority notification and liaison | Sum | 1 | R | R |
| 2.2 | Hydropedology study of the proposed 20m wetland buffer (Prepared by the Wetland Specialist and approved by the Department of Water and Sanitation). | Sum | 1 | R | R |
| 2.3 | Prepare and implement an indigenous Plant Species Plan (Prepared by the Wetland Specialist and approved by the Department of Water and Sanitation). | Sum | 1 | R | R |
| 2.4 | Removal of all rubble to a licenced waste site. | Sum | 1 | R | R |
| 2.5 | Shaping of wetland to natural topography. | Sum | 1 | R | R |
| 2.6 | Implement erosion control and stormwater management measures where required (Submit designs for approval by the Department of Water and Sanitation). | Sum | 1 | R | R |
| 2.7 | Ripping and scarifying of impacted areas parallel to the contour. | Sum | 1 | R | R |
| 2.8 | Supervision of the wetland restoration by a Wetland Specialist | Sum | 1 | R | R |
| 2.9 | Budgetary Allowance (Remediation requirements identified during maintenance period) | Sum | 1 | R 200 000.00 | R 200 000.00 |
| Section 2 | | | | | R |
| SECTION 3: COMMUNITY PARTICIPATION AND CONSULTATION | | | | | |
| 3.1 | <ul style="list-style-type: none"> Identify relevant key stakeholders to inform about the project, introduce the project team and establish all expected protocols and logistics. Facilitate consultations with leadership to formulate a focus groups for participatory decision making. | Sum | 1 | R | R |
| 3.2 | Undertake the social baseline survey and needs assessment within the area. | Sum | 1 | R | R |
| 3.3 | <ul style="list-style-type: none"> Engagements with affected landowners to establish those in the footprint. | Sum | 1 | R | R |

| Item No. | Description | Unit | Qty | Rate | Amount (Qty x Rate) |
|--|---|------|-----|------|---------------------|
| | <ul style="list-style-type: none"> List and record all information related to the affected landowners demographics. Obtaining of prior permission / consent for access. | | | | |
| 3.4 | Facilitate all community liaison meetings, monitor activities that impact the community and gather information which requires escalation. | Sum | 1 | R | R |
| 3.5 | Community participation and consultation report. | Sum | 1 | R | R |
| Section 3 | | | | | R |
| SECTION 4: REPORTING REQUIREMENTS | | | | | |
| 4.1 | Progress reports prepared by a Wetland Specialist. The reports must be submitted to uMngeni-uThukela Water (3 per annum). | No. | 6 | R | R |
| 4.2 | Attendance at progress meetings. | No. | 6 | R | R |
| 4.3 | Yearly monitoring report for a duration of two years (by a Wetland Specialist). The reports must be submitted to uMngeni-uThukela Water and the Competent Authorities (1 per annum). | No. | 2 | R | R |
| 4.4 | Arrange for a close-out site visit and ensure signing-off on rehabilitation by the Competent Authority (EDTEA, DWS). | No. | 2 | R | R |
| 4.5 | Non-compliance close-off report (by a Wetland Specialist) after completion of rehabilitation phase and close-off non-compliance. The report must be signed by the Competent Authorities. | No. | 1 | R | R |
| 4.6 | Adhoc site visits. | No. | 3 | R | R |
| Section 4 | | | | | R |

Table 2. Summary of Work Stages

| | |
|---|---|
| A. Section 1 for Preliminary and General | R |
| B. Section 2 for Wetland Rehabilitation | R |
| C. Section 3 for Community Participation and Consultation | R |
| D. Section 4 for Site visits and reporting requirements | R |
| E. Subtotal (Sum of A to D) | R |
| F. Contingencies @ 10% of Subtotal E | R |
| G. Subtotal F (E + F) | R |
| H. Add VAT @ 15% of G | R |
| I. Total Amount (G + H) including VAT | R |

PART C3: SCOPE OF WORK

1. Employer's objectives

1.1. BACKGROUND

UMngeni-uThukela Water is a public entity established to provide water supply and sanitation services to other water services institutions in its supply area. Over the years uMngeni-uThukela Water has grown into the largest bulk water supplier in KwaZulu-Natal. The organization derives its revenue from the sale of bulk potable water to six of its customers comprising one metropolitan, one local municipality and four district municipalities within the province of KwaZulu-Natal.

UMngeni-uThukela Water established the Greater Mpopana Bulk Water Supply Scheme to serve the Greater Mpopana area. The Greater Mpopana Bulk Water Supply Scheme was established to improve potable water supply to the towns of Mooi River, Rosetta and Valero in the Mpopana Local Municipality; and in the towns of Nottingham Road, Balgowan, Lidgetton, Lions River and Mount West in the uMngeni Local Municipality.

The scheme comprises of three major components, namely:

- A Water Treatment Works (WTW) and pump stations;
- Approximately 70km of bulk water pipelines, associated servitudes and structures; and
- Seven reservoirs.

The Greater Mpopana Bulk Water Supply Scheme will be constructed in two phases. Phase 1 comprises of a Water Treatment Works and pump stations, approximately 70km of bulk water pipelines, associated servitudes and structures and seven reservoirs. Phase 2 will include the lines leading to Vaalekop, Mount West, Balgowan and Lions River Reservoirs which will only be implemented as and when the demand arises.

An Environmental Authorisation for the construction of the Greater Mpopana Bulk Water Supply Scheme Phase 1 was issued by the Department of Agriculture, Environmental Affairs and Rural Development on the 18th October 2013 with Reference Number: **DC22/0008/09**.

A Water Use Licence, authorising the construction of the fresh water pipeline through wetlands, streams and/or riparian zones, was issued by the Department of Water and Sanitation on the 14th April 2016, Licence Number: **121/V20D/CI/3990**.

During the construction of the 13.2km Bruntville Pipeline, a component of the 70km bulk water pipelines, the Department of Economic Development, Tourism and Environmental Affairs was notified that contractors employed on behalf of the authorisation holder, uMngeni-uThukela Water, had been depositing spoil material within the wetland at Bruntville Township. The infilling of more than 10 cubic metres of soil within a watercourse is activity for which an Environmental Authorisation did not authorise the infilling of this wetland. Furthermore the Department noted a non-compliance with the conditions of the Environmental Authorisation read together with the Environmental Management Programme approved for the project and a Compliance Notice to uMngeni-uThukela Water.

The Department of Water and Sanitation received a referral complaint from the Department of Economic Development, Tourism and Environmental Affairs regarding alleged dumping of rubble in a wetland. The Department of Water and Sanitation conducted a site inspection at the property concerned and confirmed that rubble from the construction of the bulk water scheme had been dumped on the wetland. The Department of Water and Sanitation issued a Directive to uMngeni-uThukela Water for the following findings:

- Rubble was dumped on the wetland located on a state land belonging to Mpopana Local Municipality during the construction of the uMngeni-uThukela Water Board's bulk water scheme;
- An existing sewer line was observed traversing the wetland;
- An Environmental Authorisation was issued to uMngeni-uThukela Water by the Department of Economic Development Tourism and Environmental Affairs for the Greater Mpopana Bulk Water Scheme but not to dump rubble on a wetland.

Although the spoiling was conducted by the appointed contractor without approval from uMngeni-uThukela Water, an Environmental Assessment Practitioner had to be appointed to conduct a Wetland Baseline and Risk Assessment and prepare a Wetland Rehabilitation Plan for approval by the Department of Water and Sanitation and the Department of Economic Development Tourism and Environmental Affairs respectively. The Wetland Baseline and Risk Assessment Report and the Wetland Rehabilitation Plan were prepared and approved provided that the identified management and mitigation recommendations included are implemented and adhered to.

As such a Rehabilitation Specialist must be appointed to rehabilitate the Bruntville Wetland under the guidance of a Wetland Specialist to ensure that the rehabilitation measures and recommendations referred to in the Wetland Baseline and Risk Assessment Report and Wetland Rehabilitation Plan are complied with.

1.2. PROJECT DESCRIPTION AND LOCALITY

The construction of the Greater Mpfana Bulk Water Supply Scheme Phase 1 has commenced. The construction of the 70km pipeline, with a diameter that varies along the scheme from a maximum diameter of 660mm to a minimum diameter of 80mm, was spilt into three parts. Part A runs from Rosetta to reservoirs in Rosetta and Bruntville. This section of the pipeline is approximately 13.2km in length and 500mm in diameter. Part B runs from Rosetta to the Nottingham Road Reservoir. Part A and B was constructed as part of Phase 1 of the project. Part C will comprise of pipelines between the Nottingham Road Reservoir and Lions River, and between the Rosetta Reservoir and the Vaalekop Reservoir. Part C will be constructed as Part of Phase 2. The pipeline route and Reservoir Sites are shown in **Figure 1** below.

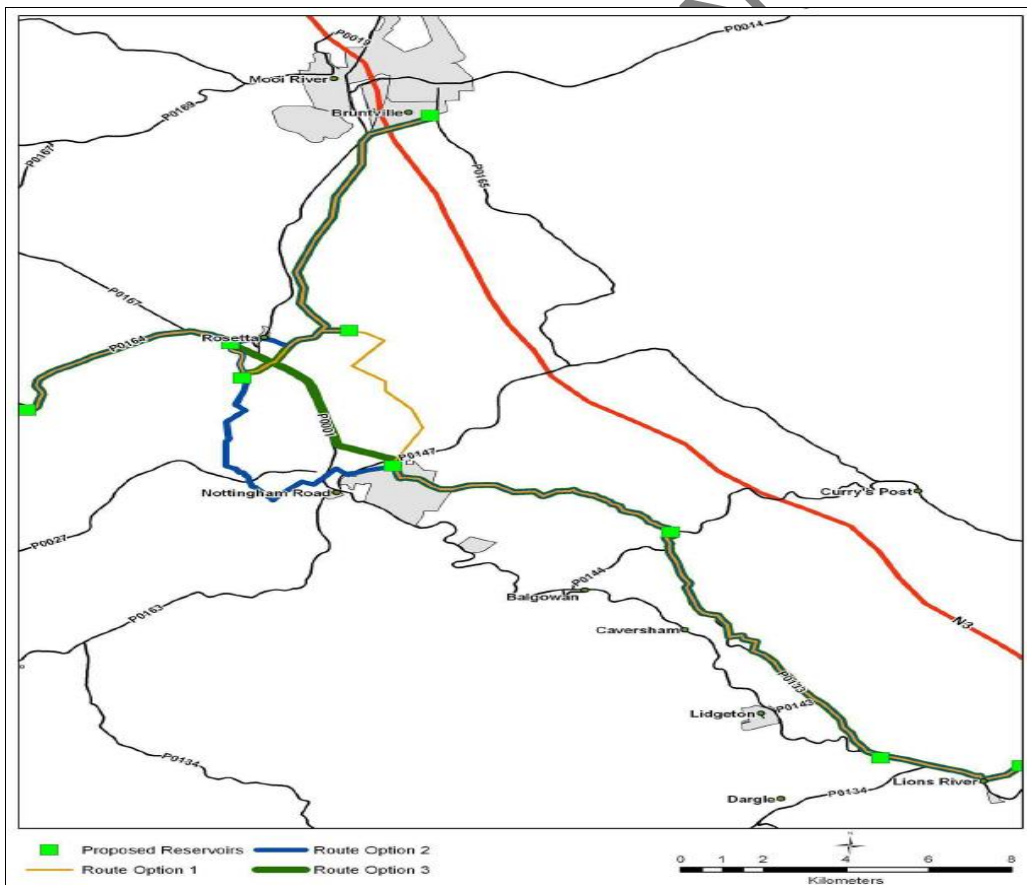


Figure 1: Greater Mpfana Bulk Water Supply Scheme Phase 1 Pipeline Routes and Reservoir Sites.

1.3. DESCRIPTION AND EXTENT OF THE SPOILING ACTIVITY

The compliance notice was issued during the construction of the Bruntville Pipeline (Part A – **Figure 2**). The Bruntville pipeline extends easterly bearing to intersect with the R103. The route crosses under the R103 and heads northerly before crossing local railway lines. The pipeline route is located on the eastern side of the railway lines for approximately 4.5km, before cutting into Property 4/1834 of Greenfield’s Farm. The route extends for a further 2.7km in a northerly bearing before intersecting with the N3 highway. The general location of the project area is shown in **Figure 3**.



Figure 2: Part A - The Bruntville Pipeline.



Figure 3: Google Earth image of the Bruntville wetland system.

The contractor disposed approximately 80m³ of spoil material from the excavation for the pipeline into the Bruntville wetland following a request from the landowner. The spoil material was deposited in a pile approximately 3m in height, as shown **Figures 4** and **Figures 5** below. A close-up view of the spoil material is shown in **Figure 6**.



Figure 4: The spoil pile onto which the rock and soil from the excavation was deposited.



Figure 5: A view from the community into the wetland, with the spoil material in the centre foreground.

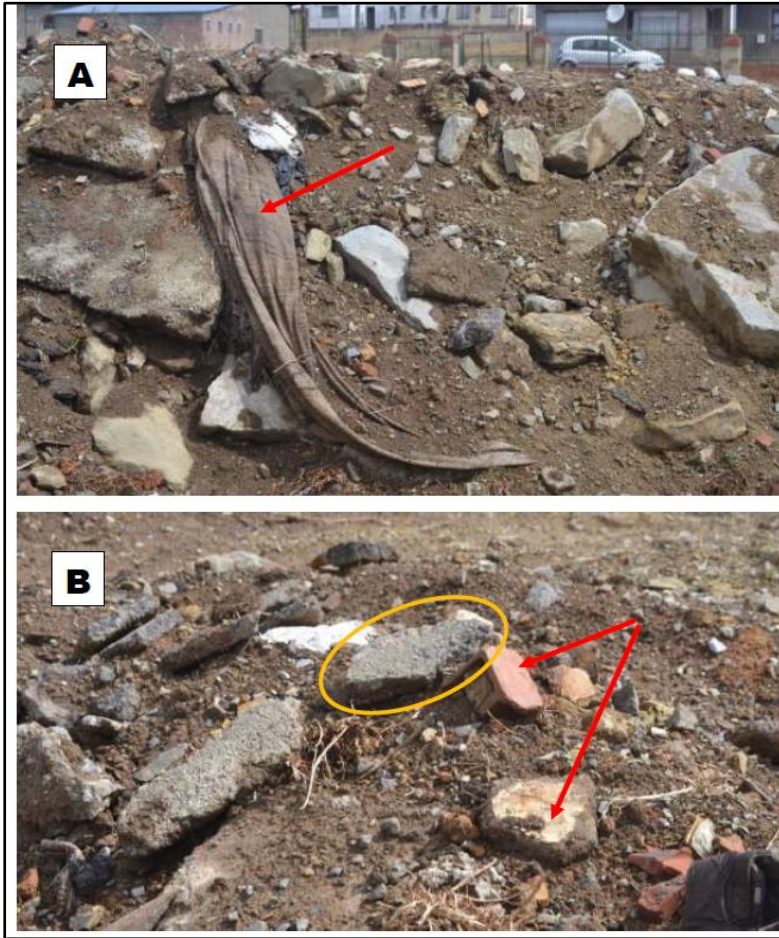


Figure 6: A close-up view of the fill material.



Figure 7: A view of the spoil deposit that must be removed and disposed of at the site designated.

2. Description of the services

General rehabilitation measures are proposed for all areas that have been affected by spoil material that was disposed into and covered a significant area of the Bruntville Wetland, a distance from the construction site.

The authorisation holder must appoint a Rehabilitation Specialist to rehabilitate the Bruntville Wetland System under the guidance of a suitably experienced and independent Wetland Specialist. The Rehabilitation Specialist must commence with the implementation of the recommendations outlined in the Wetland Baseline and Risk Assessment Report and Rehabilitation Plan.

The complete Bruntville Wetland System due for rehabilitation is represented in **Figure 3**. The challenges here are centered on other unauthorized infill; trench and/or canalization of the wetland, general pollution and management of the runoff both from the surrounding community, but also with the remnants of the old earthen dams.

During the site assessment, the findings observed extend beyond those pertaining to the rehabilitation requirements necessitated by the compliance issue. It is clear that an integrated rehabilitation for the entire Bruntville Wetland System at Mooi River is required. This can, however, only be undertaken with full community participation and consultation. It is imperative that an independent facilitator be engaged for this process, rather than the community facilitators already employed by uMngeni-uThukela Water.

2.1. REHABILITATION OF THE BRUNTVILLE WETLAND

- **The Rehabilitation Specialist must appoint:**
 - Wetland Specialist; and
 - Social Facilitator.
- **The Rehabilitation of the Bruntville Wetland System should include:**
 - The proposed 20m wetland buffer is to be informed by a Hydropedology Study prepared by the Wetland Specialist and approved by the Department of Water and Sanitation.
 - All rubble must be removed to a licenced waste site.
 - Shape wetland to natural topography. Care needs to be taken not to excavate below the surface of the buried wetland soil.
 - Implement erosion control and stormwater management measures where required and submit designs to the Department of Water and Sanitation for approval.
 - Rip and scarify the impacted areas parallel to the contour.
 - Implement the indigenous Plant Species Plan prepared by the Wetland Specialist and approved by the Department of Water and Sanitation.
- **The Wetland Specialist must undertake the following:**
 - Authority notification and liaison;
 - Undertake a Hydropedology Study and submit to the Department of Water and Sanitation for approval;
 - Draw up an indigenous Plant Species Plan and submit to the Department of Water and Sanitation for approval;
 - Request for and approve method statements;
 - Provide environmental expertise as and when required;
 - Guide the Rehabilitation Specialist and ensure that the rehabilitation measures and recommendations referred to in the Wetland Baseline and Risk Assessment Report and Wetland Rehabilitation Plan are complied with;
 - Compile audit reports. The audit report must be communicated to the uMngeni-uThukela Water Environmental Scientist and the relevant authorities;
 - Yearly monitoring report for a duration of two (years); and
 - Prepare non-compliance close-off report to the authorities after completion of rehabilitation phase and close-off non-compliance.

Mitigation measures prescribed in **Table 3** below must be implemented during the rehabilitation of the Bruntville Wetland System.

Table 3: Bruntville Wetland System mitigation measures

| Activity | Aspect | Impact | Control Measures |
|---------------------------|------------------------------|--|---|
| Removal of spoil material | Direct disturbance | None, rehabilitation of vegetation cover | <ul style="list-style-type: none"> Demarcate (on the ground) the extent of the wetland and buffer and avoid these areas where possible. Access working areas perpendicular to the wetland (channel direction), avoid numerous access points. Remove material manually where possible. Alternatively, limit the number and size of machines for the removal of material. Machines / vehicles with tyres are preferred over tracks. Do not situate any of the laydown / storage areas within the wetland and buffer. No machinery should be parked in any wetlands. |
| | | None, rehabilitation of wetland soil | <ul style="list-style-type: none"> Remove material manually where possible. Alternatively, limit the number and size of machines for the removal of material. Ensure that topsoil is ripped in two perpendicular directions. Avoid compaction of the working area. Source and apply topsoil should a deficit or the seedbank be absent from the area. |
| | Indirect wetland disturbance | Increased bare surfaces, runoff and potential for erosion | <ul style="list-style-type: none"> Minimize unnecessary clearing of vegetation from adjacent areas. Landscape and re-vegetate all large denuded areas as soon as possible. Shape and slope the area to represent the natural topography. Clearly demarcate construction footprint, and limit all activities to within this area. Undertake rehabilitation during the dry season period. |
| | Contamination | Contamination of wetlands with hydrocarbons due to leaks and spillages from machinery, equipment & vehicles as well as Contamination and eutrophication of wetland systems with human sewerage and litter. | <ul style="list-style-type: none"> Make sure all excess consumables and materials / rubble is removed from site and deposited at an appropriate waste facility. Appropriately contain any fuel storage tanks, machinery spills (e.g. accidental spills of hydrocarbons oils, diesel etc.) or construction materials on site (e.g. concrete) in such a way as to prevent them leaking and entering the environment. No servicing of machines and vehicles is permitted on site. Provide or avail ablution facilities for all staff and contractors. |
| | Flow path modification | None, rehabilitation of flow impediment | <ul style="list-style-type: none"> Shape and slope the area to represent the natural topography. Undertake rehabilitation during the dry season period. Re-vegetate any bare areas. |
| | Sedimentation | Sedimentation and increased turbidity in downstream watercourses | <ul style="list-style-type: none"> Shape and slope the area to represent the natural topography. Undertake rehabilitation during the dry season period. Re-vegetate any bare areas. Temporary stormwater channels should be filled with aggregate and/or logs (branches included) to dissipate flows. |

| Activity | Aspect | Impact | Control Measures |
|----------|----------------|--|--|
| | Rehabilitation | Potential loss or degradation of wetlands or adjoining terrestrial habitat through inappropriate rehabilitation. | <ul style="list-style-type: none"> Develop and implement a wetland monitoring plan. Monitor the recovery of the wetland and the effect of the prescribed mitigation measures. |

2.2. COMMUNITY PARTICIPATION AND CONSULTATION

An integrated rehabilitation for the entire Bruntville Wetland System is required. This can only be undertaken with full community participation and consultation. Consultation could be defined as a wider continuous process of participation of all stakeholders in the decisions throughout the formulation and execution of a project leading to a sustainable development for the population in the area.

Consultation, formally, is part of the environmental impact assessment of the project. In practice it is a tool for managing two-way communication between the developer and the public, in general, and the local community, in particular. The process of consultation and participation should include precise agreements that could be adapted and monitored throughout the rehabilitation of the Bruntville Wetland System.

Due recognition of the needs and aspirations of the community need to be taken into consideration, such that the community can still safely walk through the wetland without significant inconvenience. It is essential that the rehabilitation process be monitored closely by a Social Facilitator in consultation with the Wetland Specialist.

- **The Social Facilitator must undertake the following:**
 - Consultation with key stakeholders (Traditional Authority; Ward Councilor and ward committee, Department of Water and Sanitation; Department of Agriculture, Environmental Affairs and Rural Development, Local Municipality) to inform about the project, introduce the project team and establish all expected protocols and logistics;
 - Undertake the social baseline survey and needs assessment within the area.
 - Engagements with affected landowners to establish those in the footprint.
 - Obtaining of prior permission / consent for access.
 - List and record all information related to the affected landowners demographics.
 - Identify relevant key stakeholders, Facilitate Consultations with leadership to formulate a focus groups for participatory decision making;
 - Facilitate all community liaison meetings, monitor activities that impact the community and gather information which requires escalation;
 - Provide information on the project in a timely, complete, and culturally appropriate fashion. It should lead to a meaningful dialogue and provide recorded results, including the views and recommendations of the people for the protection of the environment and the mechanisms put in place for their participation; and
 - Prepare Community Participation and Consultation report.

3. Extent of the services

The deliverables arising from the Rehabilitation Process should include the following:

- Copies of all formal documentation submitted to the authorities;
- Stakeholder Mapping and analysis report;
- Landowner Profile - Written Proof / evidence of landowner consultations in the form of letters delivered and signed register;
- Signed consent forms from landowners;
- Hydropedology Study;
- Plant Species Plan;
- Stakeholder Engagement Plan;
- Audit reports;
- Progress reports;
- Yearly monitoring report; and
- Non-compliance close-off report.

4. Brief

Once the suitable Rehabilitation Specialist has been selected, a kick-off meeting will be arranged between the Rehabilitation Specialist 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's project team; 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 Compliance Notices, Wetland Baseline and Risk Assessment Report and Wetland Rehabilitation Plan, 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 Water Act
- National environmental Biodiversity Act
- National Environmental Management Waste Act

7. Approvals

Record of rehabilitation approval from relevant authorities (EDTEA and DWS).

8. Access to land / buildings / sites

The Rehabilitation Specialist is responsible for communication with landowners and gaining the necessary permissions to access private land for rehabilitation 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 Rehabilitation Specialist will be required to meet with the client to discuss progress.

11. Payment certificates

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

12. 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

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