



**TENDER NO: 2026/079**

**Tender Description: Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works**

**VOLUME 1 – Tendering Procedures and Returnable Documents**

**Issued by:**

uMngeni-uThukela Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Sphamandla Mthembu  
Telephone: 033 341 1325

**Name of Tenderer:** \_\_\_\_\_

**National Treasury CSD Number:** \_\_\_\_\_

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at uMngeni-uThukela Water on:</p> <p>Toll Free Number: 0800 864 463</p> <p>Email: <a href="mailto:uuw@thehotline.co.za">uuw@thehotline.co.za</a></p> <p>Toll Free Fax: 0800 864 463</p> <p>Postal: PO Box 10512, Centurion, 0046</p> <p>SMS: 30916</p> <p>Online: <a href="https://www.thehotline.co.za/report">https://www.thehotline.co.za/report</a></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 <b>7 business days</b> of the date of the intention to award notice.</p> <p>UUW 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: <a href="mailto:appeals@uuw.co.za">appeals@uuw.co.za</a></p>

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**Tender Number:** [2026/079 ]

**Tender Title:** [Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works]

### 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:

[To review the detailed feasibility studies, and undertake the detailed design, contract administration and close out stages of the Upper uMkhomazi Water Project Phase 1, for the 156ML reinforced concrete reservoir and ancillary works. The contract duration is 60 months. ]

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

[A team of professional engineers and technologists registered with ECSA ]

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 90/10 Preference Point Scoring System in terms of PPPFA***

Price and Preference goals

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

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

T1.4.

	Description	90/10	Evidence to be provided
HDI	An entity which is at least 51% owned by Black People	5	Sworn Affidavit/ Valid B-BBEE Certificate
HDI	An entity which is at least 51% owned	5	Sworn Affidavit/ Valid B-BBEE Certificate
<b>Total points for preferential goals</b>		<b>10</b>	

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 Tenders is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

Documents will be issued by email, upon request to [spha.mthembu@uuw.co.za](mailto:spha.mthembu@uuw.co.za). Documents will only be issued in electronic format, during working hours from 11 May 2026 to 15 May 2026.

Queries relating to the issue of these documents shall be addressed to: Mr Sphamandla Mthembu, Tel No.: 033 341 1325 e-mail: [spha.mthembu@uuw.co.za](mailto:spha.mthembu@uuw.co.za)

A Compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at uMngeni-uThukela Water Head Office, 310 Burger Street, Pietermaritzburg (*then proceed to site*) on 19 May 2026 starting at 10:00 |

No tender documents will be issued at the clarification meeting.

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

The closing time for submission of Tenders is **12h00 on 11 June 2026.**

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

*uMngeni-uThukela 's Water's Standard Conditions of Tender are available on uMngeni-uThukela's Water's website:*

<https://www.umngeni-uthukela.co.za/supplier-documentation/>

*Persons aggrieved by decisions or actions taken by uMngeni-uThukela 's Water, may lodge an appeal within 7 business days of the date of the intention to award notice.*

*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@uuw.co.za](mailto:appeals@uuw.co.za)*

*Note that appeals not addressed to the abovementioned e-mail address 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, or not at all.**

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

uMngeni-uThukela Water Standard Contract for Services (document number: SCM0027, 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.umngeni-uthukela.co.za/supplier-documentation/>

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
	<b>F.1.1 Actions</b>
F.1.1	The Employer is <b>uMngeni-Ukuthela Water</b>
	<b>F.1.2 Tender Documents</b>
F.1.2	The Tender Documents issued by the Employer comprise the following documents:  <b>VOLUME 1 – Tendering Procedures and Returnable Documents</b> <b>Part T1: Tendering procedures</b> <b>Part T2: Returnable documents</b>  <b>VOLUME 2 – Offer, Contract, Price and Scope of Work</b> <b>Part C1: Agreements and Contract data</b> <b>Part C2: Pricing data</b> <b>Part C3: Scope of work</b> <b>Part C4: Site information</b> <b>Part C5: Annexures</b>

	<b>F.1.4 Communication and Employer’s Representative</b>
F.1.4	<p>The Employer’s Buyer is :</p> <p><b><u>Tender Queries</u></b></p> <p>Name: [Sphamandla Mthembu ]</p> <p>Address: [310 Burger Street, Pietermaritzburg, 3201]</p> <p>Tel: [033 341 1325]</p> <p>E-mail: [spha.mthembu@uuw.co.za]</p>
	<b>F.2.1 Eligibility</b>
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"> <li>The tenderer completed the Bidders Disclosure Form (T2.2.2)</li> <li>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.</li> <li>All professional team members mentioned in Section T2.2.8 shall be registered with the Engineering Council of South Africa (ECSA) as Registered Professional Engineers (with the only exception being the Geotechnical Engineer who can be either Pr Eng or <b>Pr Sci Nat</b> - Geotechnical Engineer/Engineering Geologist)</li> <li><b>uMngeni-uThukela Water reserves the right to appoint only one service provider to award the submitted bid to as a whole or in part. (No service provider will be appointed on more than one work package of the Upper Mkhomazi Water Project Phase 1, due to the magnitude and high risk associated with each stand alone work package i.e service providers already appointed for the 625 MI/day WTW and 21.3 km long, DN 2800/2600 pipeline will not be considered for this bid as previously stated).</b></li> </ol>
	<b>F.2.7 Clarification meeting</b>
[ 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>
	<b>F.2.12 Alternative tender offers</b>
[F.2.12	No alternative tender offers shall be considered.
	<b>F.2.13 Submitting a tender offer</b>
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original, plus one (1) electronic copy on a USB stick.

F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of tender offers are stated in <b>T1.1 Tender Notice and Invitation to Tender.</b></p> <p><b>Identification details</b>  The identification details which must be stated in the tender offer outer package are:  <b>Tender Number</b>  <b>Tender Title</b>  <b>Closing Date</b>  <b>Closing Time</b>  <b>Tenderer's Name</b>  <b>Tenderer's Address</b></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 Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.</p>
F.2.13.6	A two-envelope system is not applicable
<b>F.2.15 Closing time</b>	
F.2.15	The closing time for submission of tender offers is as stated in <b>T.1.1 Tender Notice and Invitation to Tender.</b>
<b>F.2.16 Tender offer validity</b>	
F.2.16.1	The tender offer validity period is 120 calendar days from the closing date.
<b>F.2.19 Inspections, tests and analysis</b>	
F.2.19	Access shall be provided for the following inspections, tests and analysis: The physical site inspections
<b>F.2.20 Submit securities, bonds, policies, etc.</b>	
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.
<b>F.2.23 Certificates</b>	
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services.</li> <li>2) Central Supplier Database (CSD) Report</li> <li>3) Proof of good standing in terms of the COID Act</li> <li>4) Company Registration Certificate</li> <li>5) Registration Certificates of Professional bodies</li> <li>6) 5) Required evidence to claim preference goals as stipulated in TENDER NOTICE AND INVITATION TO TENDER</li> </ol>
<b>F.3.4 Opening of tender submissions</b>	
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in <b>T1.1 Tender Notice and Invitation to Tender.</b>
<b>F3.8 Test for responsiveness</b>	

F.3.8	The minimum qualifying Functionality Evaluation Score shall be (70) (seventy) points												
<b>F.3.11 Evaluation of tender offers</b>													
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionalty, Price and Preference) The following preference point systems are applicable to all Tenders:												
F.3.11.3 (4c)	1) 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												
(5c)													
F.3.11.7													
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" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Returnable Schedule</th> <th style="text-align: right;">Weighting %</th> </tr> </thead> <tbody> <tr> <td>T2.2.6 Tenderer's Experience</td> <td style="text-align: right;">25</td> </tr> <tr> <td>T2.2.8 Experience of Key Personnel</td> <td style="text-align: right;">45</td> </tr> <tr> <td>T2.2.9 Quality and Environmental Management System</td> <td style="text-align: right;">15</td> </tr> <tr> <td>T2.2.10 Design Method Statement</td> <td style="text-align: right;">10</td> </tr> <tr> <td>T2.2.11 Preliminary Programme</td> <td style="text-align: right;">5</td> </tr> </tbody> </table> <p><b><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></b></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 %	T2.2.6 Tenderer's Experience	25	T2.2.8 Experience of Key Personnel	45	T2.2.9 Quality and Environmental Management System	15	T2.2.10 Design Method Statement	10	T2.2.11 Preliminary Programme	5
Returnable Schedule	Weighting %												
T2.2.6 Tenderer's Experience	25												
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T2.2.9 Quality and Environmental Management System	15												
T2.2.10 Design Method Statement	10												
T2.2.11 Preliminary Programme	5												
<b>F.3.17 Provide copies of the contracts</b>													
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1).												
<b>F3.19 Provide written reasons for actions taken</b>													
F3.19	<p>Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 business days of the date of the intention to award notice.</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: <a href="mailto:appeals@uuw.co.za">appeals@uuw.co.za</a></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 <a href="https://www.umngeni-uthukela.co.za/supplier-documentation/">https://www.umngeni-uthukela.co.za/supplier-documentation/</a></p> <p><b>uMngeni-uThukela Water reserves the right to award the Contract in whole or in part.</b></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		[T2.13 ]
T2.2.2 Bidders Disclosure		[T2.20 ]
T2.2.3 Tax Compliance Status Letter Requirements		[T2.23 ]
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		[T2.25 ]
T2.2.5 Contract Participation Goals (CPG)		[T2.26 ]
T2.2.6 Tenderer's Experience		[T2.30 ]
T2.2.7 Key Personnel Assigned to the Work		[T2.33 ]
T2.2.8 Experience of Key Personnel		[T2.34 ]
T2.2.9 Proposed Organization and Staffing		[T2.37 ]
T2.2.10 Method Statement		[T2.39 ]
T2.2.11 Preliminary Programme		[T2.41 ]
T2.2.12 Registration Certificate / Agreement / ID Document		[T2.43 ]
T2.2.13 Amendments, Qualifications and Alternatives		[T2.44 ]
T2.2.14 Record of Addenda to Tender Documents		[T2.46 ]
T2.2.15 VAT Registration Certificate		[T2.47 ]
T2.2.16 Schedule of Proposed Sub-Consultants		[T2.48 ]
T2.2.17 Proof of Purchase of Tender Document		[T2.49 ]
T2.2.18 Letter of Good Standing in terms of COID Act		[T2.50 ]
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2022		[T2.51 ]
T2.2.20 Tenderer's Financial Standing		[T2.63 ]
T2.2.21 Tenderer's Health and Safety Declaration		[T2.64 ]
T2.2.22 Pro forma OHS Notification		[T2.65 ]
T2.2.23 Letter of Intent to provide Professional Indemnity		[T2.67 ]
T2.2.24 Registration Certificates		[T2.68 ]
T2.2.25 Central Supplier Database (CSD) Report		[T2.69 ]



**T2.2.1 AUTHORITY FOR SIGNATORY**

*Fill in the relevant portion applicable to the type of organization*

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

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

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** .....



**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned .....

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

.....

.....  
**SIGNATURE**

.....  
**DATE**



**C. PARTNERSHIP**

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

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

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

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

..... Signature	..... Signature	..... Signature
--------------------	--------------------	--------------------

..... Date	..... Date	..... Date
---------------	---------------	---------------



**D. CLOSE CORPORATION**

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

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

at .....

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

.....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

(PRINT NAME) .....

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

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....



**E. CO-OPERATIVE**

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

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

at .....

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

.....

**SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME) .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1. ....

2. ....



**F. JOINT VENTURES**

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs ....., Mr/Mrs .....

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

(Name of Joint Venture) .....

In his/her capacity as: .....

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

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

In his/her capacity as: .....

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

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

In his/her capacity as: .....

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

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

In his/her capacity as: .....

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

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



**G. CONSORTIUM**

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium) .....

In his/her capacity as: .....

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

**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<sup>1</sup> 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:  
.....  
.....

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



**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

**T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS**

<sup>2</sup> 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.



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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](http://www.sars.gov.za).
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.



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

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



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

**CERTIFICATE OF ATTENDANCE**

TENDER No. [ 2026/079 ]

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

### 1. CONTRACT PARTICIPATION GOALS

- 1.1. Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% enterprises from uMngeni-uThukela Water area of operations participation and 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.
- 1.2. This will require tenderers to commit as part of their scope of work, a certain value of supplies, services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

#### 1.3. Objective of CPG Programme

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:

- a) Meaningful Economic Participation;
- b) Local Economic Development;
- c) Transfer of Technical, Management and Entrepreneurial Skills; and
- d) Creation of sustainable Black Enterprises

#### 1.4. 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 B-BBEE 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 25% for enterprises from uMngeni-uThukela Water area of operation participation and 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

#### 1.5. 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:
  - (i) CPG Partner/s are to be sourced from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes. This is for the 25% worth of work
  - (ii) 10% will come from the database sourced in the project footprint also referred to as Local participation
- 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 25% shall be from uMngeni-uThukela Water area of operation participation and 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 or remove 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.
- Before the commencement of work, the main contractor shall furnish the CPG Partner/s shall be furnished with the letter of appointment providing the details of the their scope and a subcontracting agreement must be place.

### 1.6. Invoicing and Payment

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

- a) Submission of payment certificate by the Service Provider– by 25<sup>th</sup> 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
- b) Payment to the Service Provider – on the last day of the following month;
- c) 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
- d) The submission from the Service Provider must include a schedule that clearly shows the following:
  - (i) Total Contract Sum
  - (ii) Total amount payable to CPG Partner/s excluding current month
  - (iii) Amount payable to CPG Partner for current month
  - (iv) % split of Total amount payable to Main Service Provider and CPG Partner/s
  - (v) The CPG Partner/s invoice

### 1.7. Monitoring and Reporting on CPG

- a) uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- b) 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.
- c) 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.



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## DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

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(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 Umgeni 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;



- 
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





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

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience in design and construction monitoring projects comprising water retaining structures mainly Reinforced Concrete Reservoirs greater than 75 ML and above (submit proof of signed completion certificate/ letter of completion/ reference letter).</p> <ul style="list-style-type: none"> <li>• 1 project – 5 points</li> <li>• 2 projects – 10 Points</li> </ul>	<p><b>10</b></p>
<p>Company experience in design and construction monitoring projects comprising water retaining structures mainly Reinforced Concrete Reservoirs of greater than 50ML to 75ML (submit proof of signed completion certificate/ letter of completion/ reference letter).</p> <ul style="list-style-type: none"> <li>• 1 project – 10 points</li> <li>• 2 projects – 20 points</li> <li>• 3 projects – 30 points</li> </ul>	<p><b>30</b></p>
<p>Company experience in design and construction monitoring projects comprising water retaining structures mainly Reinforced Concrete Reservoirs of 20 ML to 50 ML (submit proof of signed completion certificate/ letter of completion/ reference letter)..</p> <ul style="list-style-type: none"> <li>• 1 project – 40 points</li> <li>• 2 projects – 50 points</li> <li>• 3 projects – 60 points</li> </ul>	<p><b>60</b></p>
<p><b>NB.: Note that Tenderer’s with Experience (projects) greater than 50 ML and greater than 75 ML will automatically qualify for the base points of 60 points in the threshold for 20 ML to 50 ML because they would have already have had designed a reservoir with a magnitude greater than 50 ML and thus have the design knowledge, principle and experience required for a reservoir in that threshold.</b></p>	



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**T2.2.6 TENDERER'S EXPERIENCE (Continued)**

**INSERT HERE**



**T2.2.6a KEY PERSONNEL ASSIGNED TO THE WORK [ ]**

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

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

Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.7 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.	<b>Pr Eng</b> - Civil Engineer (Lead Engineer)	
2.	<b>Pr Eng or Pr Sci Nat</b> - Geotechnical Engineer/Engineering Geologist	
3.	<b>Pr Eng</b> - Mechanical Engineer	
4.	<b>Pr Eng</b> - Structural Engineer	
5.	<b>Pr Eng</b> - Electrical Engineer/Instrumentation	



**T2.2.7 EXPERIENCE OF KEY PERSONNEL [45 POINTS] | THIS INFORMATION IS REQUIRED**

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. Lead Civil Engineer**
- B. Geotechnical Engineer**
- C. Mechanical Engineer**
- D. Structural Engineer**
- E. Electrical and Instrumentation Engineer**

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 5 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 of relevant 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: |

<p>The proposed Design team for the Review of the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Work including CV's showing experience in projects of a similar nature (Reservoir or Water/Waste Water Treatment Works ONLY). This must include details of the Project Lead Civil Engineer; and the engineering support team (Geotechnical, Mechanical, Structural, Electrical or Instrumentation Engineers) proposed for the project and must demonstrate the overall multi-disciplinary capability of the team and internal support structures that have completed, as described below, projects with a capacity of minimum 20 ML/day Water/Waste Water Treatment Works <b>OR</b> minimum 20 ML Concrete Reservoirs or (Reinforced Concrete Dams of minimum height of 10m).</p>	<p><b>100</b></p>
---	-------------------



<p><b>Experience of Lead Civil Engineer in Design and Contract Administration/Construction Monitoring of Water Retaining Structures:</b></p> <ul style="list-style-type: none"> <li>• 1 project – 5 points</li> <li>• 2 projects – 10 points</li> <li>• 3 projects – 15 points</li> <li>• 4 projects – 20 points</li> </ul>	<p><b>20</b></p>
<p><b>Experience of Geotechnical Engineer or Engineering Geologist in Design and Contract Administration/Construction Monitoring of Water Retaining Structures:</b></p> <ul style="list-style-type: none"> <li>• 1 projects – 5 points</li> <li>• 2 projects – 10 points</li> <li>• 3 projects – 15 points</li> <li>• 4 projects – 20 points</li> </ul>	<p><b>20</b></p>
<p><b>Experience of Mechanical Engineer in Design and Contract Administration/Construction Monitoring of Water Retaining Structures:</b></p> <ul style="list-style-type: none"> <li>• 1 project – 5 points</li> <li>• 2 projects – 10 points</li> <li>• 3 projects – 15 points</li> <li>• 4 projects – 20 points</li> </ul>	<p><b>20</b></p>
<p><b>Experience of Structural Engineer in Design and Contract Administration/Construction Monitoring of Water Retaining Structures:</b></p> <ul style="list-style-type: none"> <li>• 1 project – 5 points</li> <li>• 2 projects – 10 points</li> <li>• 3 projects – 15 points</li> <li>• 4 projects – 20 points</li> </ul>	<p><b>20</b></p>
<p><b>Experience of Electrical or Instrumentation Engineer in Design and Contract Administration/Construction Monitoring of Water Retaining Structures:</b></p> <ul style="list-style-type: none"> <li>• 1 project – 5 points</li> <li>• 2 projects – 10 points</li> <li>• 3 projects – 15 points</li> <li>• 4 projects – 20 points</li> <li>•</li> </ul>	<p><b>20</b></p>



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**T2.2.7 EXPERIENCE OF KEY PERSONNEL (Continued)**

**INSERT KEY PERSONNEL CVs HERE**



**T2.2.8 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT (15 POINTS)**

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015 ..... 

YES	NO
-----	----

2. If "yes", Tenderer to supply brief summary of structure of system:  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

3. If "no", does the Tenderer intend to apply for certification? ..... 

YES	NO
Date	

  
By when? .....

OR

4. If "no", does the Tenderer have its own system?..... 

YES	NO
-----	----

5. If "yes", please supply details of the system .....  
.....  
.....  
.....  
.....  
.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001 ..... 

YES	NO
-----	----

7. If "yes", Tenderer to supply brief summary of structure of system:  
.....  
.....  
.....  
.....  
.....  
.....

8. If "no", does the Tenderer intend to apply for certification? ..... 

YES	NO
Date	

  
By when? .....



OR

9. If “no”, does the Tenderer have its own system?..... 

YES	NO
-----	----

10. If “yes”, please supply details of the system .....  
 .....  
 .....  
 .....  
 .....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place. ]

Scoring of Quality Assurance and Environmental Management will be as follows: [ 15 points ]

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
<b>No submission (score 0)</b>	No Quality Assurance Plan & support documents submitted
<b>Poor (score 40)</b>	The organisation has its own developed Quality Assurance and Environmental Management system.
<b>Satisfactory (score 70)</b>	The organisation has applied for ISO 9001 or ISO 14001 certification, Or The organisation has a tailored detailed Quality Assurance and Environmental Management System that improves the project outcomes and the quality of the outputs.
<b>Good (score 90)</b>	The organization is either ISO 9001 or ISO 14001 certified.
<b>Very good (score 100)</b>	The organisation is both ISO 9001 and ISO 14001 certified.



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**T2.2.9 PROPOSED ORGANIZATION AND STAFFING [ [SUBMIT AS A RETURNABLE ONLY] ]**

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

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

[ ]



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**T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)**

**INSERT HERE**

**T2.2.10 DESIGN METHOD STATEMENT [10 points]**

The design method statement (or design methodology) must respond to the Scope of Work and outline the proposed approach / methodology. The design 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. Exceeding 8 pages will show lack of precise design scoping and will result in a poor score.

The scoring of the approach paper will be as follows:

<b>Technical approach and methodology</b>	
<b>No submission (score 0)</b>	No Method Statement submitted
<b>Poor (score 40)</b>	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.
<b>Satisfactory (score 70)</b>	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.
<b>Good (score 90)</b>	Besides meeting the “satisfactory” rating, 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.
<b>Very good (score 100)</b>	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.



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**T2.2.10 DESIGN METHOD STATEMENT (Continued)**

**INSERT HERE**



**T2.2.11 DESIGN AND CONTRACT ADMINISTRATION PRELIMINARY PROGRAMME [ 5 points ]**

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

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

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

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows:

	<b>Suitability of programme</b>
<b>No submission (score 0)</b>	No preliminary programme submitted
<b>Poor (score 40)</b>	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
<b>Satisfactory (score 70)</b>	Programme is considered realistic and adequately shows the main components and compliance with completion date
<b>Good (score 90)</b>	Programme is considered realistic and includes the main components and subcomponents and compliance with completion date
<b>Very good (score 100)</b>	Programme is considered realistic and includes not only the main components and subcomponents and linkages and compliance with completion date, but also inter-dependencies and show critical path activities linked with each project lifestyle stage



**T2.2.11 PRELIMINARY PROGRAMME (Continued)**

**INSERT HERE**

[ ]



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.42.

---

#### **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***



**T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

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

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

**(a) AMENDMENTS - NOT APPLICABLE**

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

**(b) ALTERNATIVES - NOT APPLICABLE**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.  
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.



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

(c) **UNCONDITIONAL DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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





[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.46.

---

#### **T2.2.15 VAT REGISTRATION CERTIFICATE**

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



**T2.2.16 SCHEDULE OF PROPOSED SUB- CONSULTANTS - NOT APPLICABLE**

**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.

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

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

Name..... Position .....

Tenderer.....



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.48.

---

**T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT [ ]**

**INSERT HERE**



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.49.

---

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

**INSERT HERE**

**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 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

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:

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

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.**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 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)
An entity which is at least 51% owned by Black People	5		
An entity which is at least 51% owned	5		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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



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

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

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

**SURNAME AND NAME:**.....

**DATE:** .....

**ADDRESS:** .....

.....



**T2.2.20 TENDERER'S FINANCIAL STANDING**

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

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

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

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*):.....

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

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

SIGNATURE: ..... DATE: .....

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



**T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION [ ]**

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

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

**Declaration by Tenderer**

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

SIGNATURE: ..... DATE: .....

NAME (Print) .....  
*(of person authorized to sign on behalf of the Tenderer)*



**T2.2.22 PRO FORMA OHS NOTIFICATION**

**NOT APPLICABLE TO THIS TENDER**

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

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

1. (a) Name and postal address of Supplier:  
.....  
.....  
.....  
.....
  
- (b) Name of Supplier's contact person: .....  
Telephone number:  
.....
  
2. Supplier's compensation registration  
number:.....
  
3. (a) Name and postal address of  
Purchaser:.....
  
- (b) Name of Purchaser's contact person or agent:.....  
Telephone  
number:.....
  
4. (a) Name and postal address of designer(s) for the project:  
.....
  
- (b) Name of designer's contact person:.....  
Telephone  
number:.....
  
5. Name of Supplier's construction supervisor on site appointed in terms of Regulation 6(1):  
Telephone number:.....
  
6. Name/s of Supplier's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....



7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:.....

9. Expected commencement date:.....

10. Expected completion date:.....

11. Estimated maximum number of persons on the construction site:  
.....

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

13. Name(s) of Sub-contractors already chosen:  
.....  
.....  
.....  
.....  
.....

SIGNED BY:

SUPPLIER: ..... DATE: .....

PURCHASER: ..... DATE: .....



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.58.

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**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**



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.59.

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#### **T2.2.24 REGISTRATION CERTIFICATES**

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



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

RETURNABLE DOCUMENTS

T2.60.

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### **T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT**

INSERT HERE



**TENDER NO: 2026/079**

**TENDER TITLE:**

**Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works**

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

**Issued by:**

uMngeni-uThukela Water  
310 Burger Street  
Pietermaritzburg

**Tender Queries:**

Contact Name: Sphamandla Mthembu  
Telephone: 033 341 1325

**Name of Tenderer:** \_\_\_\_\_

**National Treasury CSD Number:** \_\_\_\_\_

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## C.1 AGREEMENTS AND CONTRACT DATA

### **IMPORTANT NOTE ON C1.1:**

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

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

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

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



**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 **Professional Service Provider to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works**

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

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in words)

.....  
..... Rand;

(in figures) R.....

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

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

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

Name(s) .....

Capacity .....

**For the Tenderer:**

*(Insert name and address of organization)* .....

.....

Name & Signature of Witness .....

Date .....



**B: ACCEPTANCE**

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

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

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

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

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

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

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

**Name:** *(of signatory in capitals)* .....

**Capacity:** *(of Signatory)* .....

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

**Address** 310 Burger Street, Pietermaritzburg

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

**AS WITNESS**

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

**Date:** .....



**C: SCHEDULE OF DEVIATIONS**

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

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

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

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

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

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

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



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

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)*.....

**Witness:**

Signature: .....

Name: .....

Date: .....

**FOR UMNGENI UTHUKELA WATER**

Signature: .....

Name: .....

Capacity: .....

**Witness:**

Signature: .....

Name: .....

Date: .....



**D: CONFIRMATION OF RECEIPT**

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

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

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

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

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

#### **Special Conditions of Contract**

##### **1. National Treasury Central Supplier Database**

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

##### **2. Application of Contract Price Adjustment Factor**

Contract Price Adjustment will be applicable based on the actual capital (construction) cost of the project.

##### **3. Progress Measurement and Payments**

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

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25<sup>th</sup> 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: Mfundo Mbanjwa Pr Eng  The address for receipt of communications is: Telephone: 033 341 1136 Facsimile: 033 341 0000 E-mail: Mfundo.mbanjwa@uuw.co.za Address: 310 Burger Street Pietermaritzburg
1	The Project is to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Construction Procurement, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works.
1	The Period of Performance is <b>420</b> weeks from the Commencement Date: <b>168</b> weeks for feasibility studies, design and procurement <b>252</b> weeks for contract administration and construction monitoring
3.5	The location for the performance of the Project is Bayenesfield, Thornville and Camperdown within Richmond Local Municipality, uMgungundlovu District Municipality and eThekweni Metro, respectively, in Pietermaritzburg 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: (1/14)% of the Contract Price (CP)
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 <sup>rd</sup> Edition, CIDB document 1014)
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project
5.4.1	The Service Provider is required to provide the following insurances: 1. Public Liability Insurance [redacted] Minimum Cover is: R 10 000 000.00 (Ten Million Rand) Period of cover: For the period of performance [redacted]  [redacted] 3. Professional Indemnity Insurance [redacted] Minimum Cover is: R 5 000 000.00 (Five Million Rand) [redacted] Period of cover: For the period of performance [redacted]  <i>Insurance cover requirements must be confirmed with the Risk Department <b>before commencement of works.</b></i>
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

	<p>1 Site Visit</p> <p>2 Use of Richmond Local Municipality, uMgungundlovu District Municipality and eThekweni Metro facilities</p>
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.
	The additional conditions of contract are:
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" and substitute the words "Contract Data" with "Form of Offer and Acceptance".



**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Data																
1	<p>The Service Provider is.</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p>																
5.3	<p>The authorized and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>Address: .....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p>																
5.5 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <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																

**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**

1.	Inception	10%
2.	Concept and Viability	25%
3.	Design Development	30%
4.	Documentation and Procurement	10%
5.	Contract Administration and inspection (based on progress)	20%
6.	Hand over and Close-Out	5%
	<b>Total Applicable to all Work Stages</b>	<b>100%</b>

**Table 2. Percentage Fee and Fee Amount Calculation**

1.	Total approximate Capital Value of the work (excluding VAT) upon which the Percentage fee is to be calculated	<b>R 2 500 000 000.00</b>
2.	Percentage Fee to undertake the work based on the capital value of the work	%
3.	Fee Amount calculated as the Percentage Fee of the Capital Value of the work i.e. = 1. Capital Value X 2. Percentage Fee (the 35% CPG will be allocated from this amount, and excludes all Provisional Sums stated by the Employer. <b>This fee must include the cost for all personnel and resources required to execute all the project stages, including level 3 full-time construction monitoring.</b> )	R
4.	Provisional Sum for additional Time/Percentage based fees (On Employer's instruction)	R 75 000 000.00
5.	Disbursement (On Employer's instruction)	R 50 000 000.00
6.	Contingency (On Employer's instruction)	R 95 000 000.00
	<b>Sub-Total A: Amount excluding VAT carried forward to Offer C1.1 and to Final Summary</b>	R

**Table 3:** Resource schedule Sums for work to be carried out and paid for under this appointment. Note that this is provisional and will be utilized as and when required by the Employer as an extra over provision.

Time Based Fee for Additional Services						
ITEM NO	DESCRIPTION OF VARIATION	No.	UNIT	QTY	RATE	Amount
1	Engineer category C	1	Hour	300.00		
2	Engineer Rep category C	1	Months	52.00		
3	Assistant Engineers' Rep (Civil Technician)	2	Months	52.00		
4	Assistant Engineers' Rep (Mechanical & Electrical Technicians)	2	Months	36.00		
Sub-Total B Carried to Final Summary					<b>TOTAL :</b>	<b>0.00</b>
					<b>NET ADDITION :</b>	<b>R</b>

**Table 4: Provisional Sum for work to be carried out and paid for under this appointment**

Item	Description	Amount
<b>Provisional Sum (Do not form part of the 35% CPG allocation, these amounts are under the control of the Project/Programme Manager).</b>		
5.1	Allow a Provisional Sum for Occupational Health & Safety Act on behalf of the Employer/Client for the Duration of the Project, including Construction Monitoring and reporting.	R25,500,000
5.1.1	% Mark up on item 5.1: Insert % and amount..... %	
5.2	Allow a Provisional Sum for Employer's Engineer assigned to this project by the Employer and report directly to the Employer for the duration of the full project cycle.	R27,500,000
5.2.1	% Mark up on item 5.2: Insert % and amount..... %	
5.3	Allow a Provisional Sum for Topographical Survey.	R8,000,000
5.3.1	% Mark up on item 5.3: Insert % and amount..... %	
5.4	Allow a Provisional Sum for Geotechnical Survey.	R15,000,000
5.4.1	% Mark up on item 5.4: Insert % and amount..... %	
5.5	Allow a Provisional Sum for Hazard and Operability study.	R5,500,000
5.5.1	% Mark up on item 5.5: Insert % and amount..... %	
5.6	Allow a Provisional Sum for Professional Hydrologist.	R15,500,000
5.6.1	% Mark up on item 5.6: Insert % and amount..... %	
5.7	Allow a Provisional Sum (as an Extra Over Provision) for ISD Facilitator to undertake overall Socio-Economic analysis , Stakeholder engagement processes, community profiling and provide reports on outputs/outcome of listed activities. The Employer will and manage the appointment of external ISD.	R33,100,000
5.7.1	% Mark up on item 5.7: Insert % and amount..... %	
5.8	Allow a Provisional Sum (as an Extra Over Provision) for Traditional Liaison and Rural Development Facilitator to undertake overall Rural Socio-Economic analysis, Traditional Authority-centred Stakeholder engagement processes, tribal community profiling and provide monthly reports on outputs/outcome of listed activities. The Employer will manage the appointment of the external Traditional Liaison and Rural Development Facilitator for the full duration of the project life cycle.	R28,500,000
5.8.1	% Mark up on item 5.8: Insert % and amount..... %	
5.9	Allow a Provisional Sum for a Professional Environmental Engineering Specialist to undertake specialist studies and activities that are required over and above the normal level of services gazetted by ECSA for similar scope of work and as may be required by the NEM Act, Waste Management Act, Geo-hydrological requirements, National Water Act, Department of Forestry, Fisheries and the Environment and/or other relevant required Acts & Stakeholders for the full duration of the project life cycle.	R45,500,000
5.9.1	% Mark up on item 5.9: Insert % and amount..... %	
5.10.	Cathodic Protection and AC Mitigation ground proofing, investigation, full project lifecycle stages 1 – 6 scope activities that are required for a state of the art design and full CP and ACM contract administration and construction monitoring up until full and successful commissioning of the entire CP and ACM integrated system.	R25,000,000
5.10.1	% Mark up on item 5.10: Insert % and amount..... %	

<b>Sub-Total C: Carried Forward to Offer C1.1 and to Final Summary (Excl. Vat)</b>	
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**Table 5: Final Summary**

<b>D – Fee amount Carried forward from Sub-total A (excluding VAT</b>	R
<b>E – Additional Resource amount Carried forward from Sub-total B (excluding VAT</b>	R
<b>F – Provisional Sum amount Carried forward from Sub-total C (excluding VAT</b>	R
<b>G- Subtotal (D+E+F)</b>	R
<b>H – CSDG</b>	
<b>I – SMME/CPG Development and Training as per ESD Department @ 3% of G</b>	R
<b>J- Subtotal (G+H+I)</b>	R
<b>K- Escalation @ 10% of (J)</b>	R
<b>L- Subtotal (J+K)</b>	R
<b>M - VAT @ 15% of L</b>	R
<b>Total including VAT (L+M) carried forward to C1.1 (Offer).</b>	R

**Note:** Further to this summarised pricing schedule above, the bidder must submit in his/her bid a more detailed breakdown (more detailed costing sheet) which includes the:

1. Resource Function of the resources required (e.g. project manager, senior civil engineer, mechanical engineer, electrical technologist, cost engineers, CAD staff etc.)
2. Rates will be hourly, and insert the correct unit in the schedule for disbursements (mileage and printing)
3. Insert the correct quantities per resource  
(An update of this detailed costing sheet must accompany each monthly claim, in terms of hours claimed per resource).

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**PART C3: SCOPE OF WORK**

**1. Employer's objectives**

*The Employer intends to conduct a review of detailed feasibility study and thereafter, design and construct a 156ML reinforced concrete reservoir including ancillary works to sustain water demand in Pietermaritzburg and Greater Durban region.*

**2. Description of the services**

*The appointed Professional Services Provider is expected to review detailed feasibility studies and identify a new feasible and functional position for the 156 ML reservoir, undertake detailed design, documentation, procurement, contract administration and construction monitoring, and commission, as well as close out services for the 156ML reinforced concrete reservoir and ancillary works.*

**3. Extent of the services**

*The extent of services shall be based on normal services from stage 1 to stage 6 of ECSA guideline scope of services and fees for person registered in terms of Engineering profession Act 46, of 2000 gazetted in **2025**.*

**4. Use of reasonable skill and care**

*156ML reinforced concrete reservoir is a humongous water retaining structure being constructed within Greater Durban region and could have a negative dire consequences if not executed properly, therefore reasonable skill and care will be required at all times*

**5. Co-operation with other services providers**

*At present, there are no other service providers. However, should they emerge during the course of the work, the service provider shall co-operate fully with other service providers on the project and establish how interactions are to take place.*

**6. Brief**

The purpose of the project is to captured on the Project Specific Specification section under Part PS.

**In addition to the normal services from stage 1 to stage 6** of ECSA guideline scope of services and fees for person registered in terms of Engineering profession Act 46, of 2000 gazetted in 2025, the consultant shall provide;

- Review and accept updated Detail Feasibility Study (DFS) done by others, and to determine a new ideal location of the 156 ML reservoir outside of the WTW footprint.
- Detailed design including Mechanical, Civil, Electrical, Automation and Process disciplines including advanced geotechnical surveys and testing for foundation engineering
- Preparation of tender documentation and assisting with appointing successful Contractor/s
- Full Contract administration and Inspection Releases/Approval
- Full time construction monitoring: Level 3 as per GCC 2015.
- Full integrated Commissioning and Operational Training
- Full Project Close-out and Hand Over to the Client as per Client's Requirement. In addition to the scope of this stage in the ECSA Scope of Services document, the compilation of detailed Operating and Maintenance (O&M) Manuals, in accordance with the uMngeni-uThukela Water O&M guideline is included
- Hydraulic design using the appropriate modelling software;
- Civil design;

- Structural design for water retaining structures using appropriate codes and software;
- Design for instrumentation
- The Consultant shall compile the tender document for the construction of the reinforced concrete reservoir and ancillary works.

The Consultant shall assist with the all applicable gate review process which is directly linked to the deliverables from normal services under ECSA Guideline for fees.

**The following are some of the expected deliverables in addition to the ECSA guideline requirements:**

- Basis of design report
- Feasibility studies report analysing and assessing the DFS
- Detailed design report consisting of design drawings, priced bill of quantities, implementation recommendations, construction plan and programme
- Process Design
- HAZOP/ Risk assessment
- Hydraulic Design
- Technical specifications
- Tender documentation for construction
- Plan and Long-section drawings
- Earthworks and Foundation design
- Corrosion protection
- Structural design
- Shop drawings (where applicable)
- Rebar detailing
- Structural detail drawings
- Compliance with building regulations
- Piping specifications/data sheets
- Equipment list with data sheets (Mechanical, Electrical & Instrumentation)
- Functional Design Specification
- Piping support design
- Piping isometric drawings
- Piping Schedules
- Valve list
- Control valve list
- Instrumentation list
- Piping & Instrumentation Diagrams
- Single line diagrams
- Electrical Panel General Arrangements
- Load List
- Tie-in Schedule
- Underground (duct banks, cables)
- Control system schematic diagram
- Detailed panel arrangement for tender/construction or fabrication.
- Bulk earthworks/drainage design
- Construction monitoring
- Project completion and close out |

**7. Reference data**

*Record high level drawings, detailed feasibility studies and reports from uMngeni-uThukela Water in Volume 3 |*

**8. Applicable national and international standards**

*National Water Act (Act No 36 of 1998), National Environmental Management Act (107 of 1998), SANS.*

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9. **Particular/Generic specifications**  
*uMngeni-uThukela Water Particular Specifications, DWS Standard Specifications and other specifications found in Volume 3*
10. **Approvals**  
*The uMngeni-uThukela Water and the Department of Water and Sanitation where necessary*
11. **Procurement**  
*Normal procurement process will follow in term of uMngeni-uThukela Water Supply Chain Management policy).*
12. **Access to land / buildings / sites**  
*The Consultant shall notify the employer atleast two days in advance prior to the actual physical site inspection*
13. **Planning and programming**  
*Refer to Returnable Schedule and state requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc.*
14. **Software application for programming**  
*Microsoft project for programming, EPANET, KYPIPE and any other relevant engineering software for design and analysis for complex water retaining structures.*
15. **Quality management**  
*Refer to Returnable Schedule. The Consultant will be required to submit quality management plan before commencement of the contract.*
16. **Format of communications**  
*All formal communication shall be undertaken in writing by email or hard copy letter with the Employer's Representative. All communication to technical staff will take place directly with the respective personnel in Umgeni Water but must be copied to the Employer's Representative. All reports are to be compiled in Microsoft word and must be made available on memory stick plus printed hard copies.*
17. **Key personnel**  
*Refer to Returnable Schedule. Contract Data to be provided by the Service Provider.*
18. **Management meetings**  
*Progress meeting will be held once every month. The venue is to be discussed and agreed upon during the inception of the contract*
19. **Forms for contract administration**  
*CIDB Standard Professional Services Contract, **Document 1014**, July 2009 third Edition, published by the Construction Industry Development Board.*  
  
*General Conditions of Contract for Construction Works (GCC) 2015, third edition.*
20. **Electronic payments**  
*The Service Provider's full details and approval is required for payment.*
21. **Daily records**  
*Not applicable as payment will be based on deliverables and agreed staged payments. However a daily diary must be kept during construction phase.*
22. **Professional indemnity insurances**  
*Refer to C.1.2 Contract Data Clause 5.4.1*

**23. Payment certificates**

*Payment shall be based on the milestones met and agreed with the Employer. 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.*

*Invoices and back-up documentation 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 ]*

**24. Use of documents by the Employer**

*The Employer will use documents for maintenance.*

**25. Property provided for the Service provider's use**

*No property shall be provided for use by the Service Provider.. ]*

**26. Proof of compliance with the law**

*Proof of registration with all the relevant institutions such as ECSA, CESA, etc ]*

**PART PS: PROJECT SPECIFIC SPECIFICATION**

**PS 1. Background (ToR)**

The projected increase in water demand in the greater Durban region is predicted to exceed supply from all current sources within the next ten years. Several new water supply schemes are presently being investigated by uMngeni uThukela Water (UUW) and eThekweni Water and Sanitation (EWS) as possible solutions to the predicted supply shortage. One of the schemes under investigation is the proposed uMkhomazi Water Project (uMWP).

Phase 1 of the proposed uMkhomazi Water Project (uMWP-1), will comprise the Smithfield Dam, a raw water tunnel to Baynesfield, the Langa balancing dam at Baynesfield, a raw water pipeline, a water treatment works (WTW) in the Baynesfield area and a potable water pipeline from the WTW to Umlaas Road, where it will connect to the Western Aqueduct via UW's '57 Pipeline. The proposed scheme is depicted in **Figure 1** below.

The feasibility investigations for this project have been split into three Modules:

- **Module 1** covers the raw water component of the study, i.e. Smithfield Dam, the raw water tunnels from Smithfield Dam to Baynesfield, a balancing dam in the Baynesfield area and a raw water pipeline from the tunnel outlet to the proposed WTW.
- **Module 2** covers the Environmental Impact Assessment for Modules 1 and 3.
- **Module 3** covers the potable water component of the study, i.e. a potable water treatment works, potable water storage reservoir and potable water pipelines from the WTW to the Umlaas Road tie-in to the existing '57 Pipeline owned by uMngeni uThukela Water.

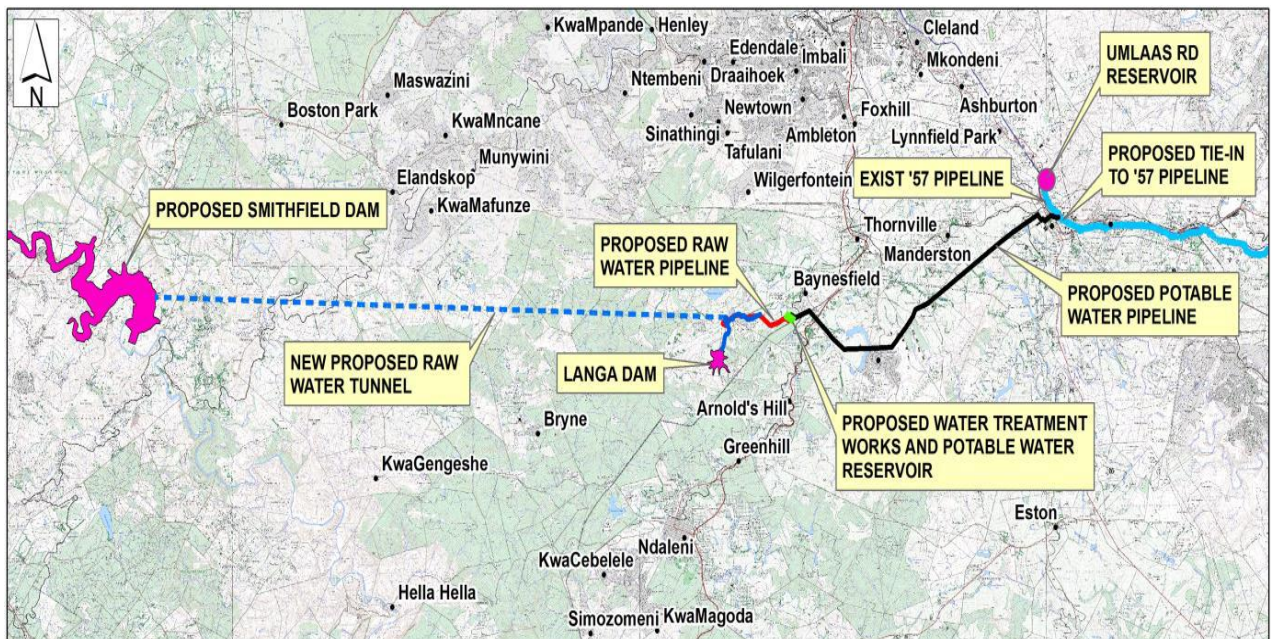


Figure 1: Proposed uMkhomazi Water Project

uMngeni-uThukela Water appointed Knight Piésold in July 2012 to carry out a Detailed Feasibility Study for Module 3 of the proposed uMkhomazi Water project, i.e. the Potable Water Module. The eThekweni region is presently experiencing a period of sustained growth. This growth is expected to continue over several decades as the city rolls out infrastructure developments based on its Spatial

Development Framework (SDF). Planning investigations for the residential and commercial developments and the related increase in water demand to serve the expected growth have indicated that the water demand from eThekweni's proposed new developments cannot be met without compromising the assurance of supply from the Mgeni system. According to UW's Infrastructure Master Plan (IMP) 1014 Vol 1, water from the Mgeni system is required to be supplied at a 99% level of assurance (i.e. a 1:100 year risk of failure) due to the economic and strategic significance of the greater eThekweni-Msunduzi region (Umgene Water, 1014: 50).

The Infrastructure Masterplan further states:

"A holistic view of the projected water demands from the entire Mgeni system is shown in Figure 2.36 together with the existing yield (at a 99% level of assurance) available from the system. This yield includes the maximum additional support that it can obtain from the Mooi River. Since the demand exceeds the available yield, the system is currently in deficit with a worsening situation predicted into the future. This deficit means that water is being supplied at a lower level of assurance than is required and therefore the risk of a shortfall being experienced has increased. This risk increases as the size of the deficit increases." (UW, 1014: 50).

The following is an extract from the 1013/14 eThekweni Municipality SDF:

"The water supply to the KwaZulu-Natal Coastal Metropolitan Area is experiencing serious difficulties. Poor long term infrastructure planning and decline in investment in bulk infrastructure over the last 10 years and above average rainfall over the last few years has led to a false sense of security regarding the water supply situation. A below average rainfall period will result in the need for water restrictions with their associated impacts on the local economy. The continued economic growth and development of the KwaZulu-Natal Coastal Metropolitan area requires an assured water supply in line with DWA's policy of water for growth and development. The level of assurance of water supply from the uMgeni system has dropped from 99% to 95% and will drop further. The situation is sufficiently severe that water restrictions are inevitable once rainfall returns to normal and the Head: Water and Sanitation has reported this to the eThekweni Council with a recommendation that a senior political delegation request a meeting with the Minister of Environment and Water Affairs to unblock the obstacles around bulk water supply and the finalisation of river reserve determinations. The augmentation of supply from the Springgrove Dam will only become a reality in 1013/14 and even with this additional capacity eThekweni will still suffer from a water supply shortage. Water recycling may, if all the approvals are received, come on stream in 1016 but more efficient utilisation of the existing resource is a priority. From the point of view of current water supply, there is insufficient supply to deal with any further development as envisaged in the SDF and SDPs." (eThekweni Municipality, 1013: 98).

As indicated in the above extract from eThekweni Municipality's 1013/14 SDF, the 1:100 year yield of the Mgeni system that supplies raw water to Durban Heights WTW is presently compromised, resulting in an increased risk of failure in this supply system, i.e. increased chances of water shortages and rationing of supply. This situation will be exacerbated if additional demands are placed on this already stressed system.

The views in UW's IMP and EWS's SDF are confirmed in the 1014 Department of Water & Sanitation (DWS) report titled "*Continuation of the Reconciliation Strategy of the KwaZulu-Natal Coastal Metropolitan Area Phase 2*" (the *Reconciliation Strategy*). The *Reconciliation Strategy* confirms that good rains in the Mgeni Water Supply System (WSS) have allowed the region to avoid the potentially devastating effects of a drought (Schroder & de Jager, 1014: 2-1). Even after the Mooi-Mgeni Transfer Scheme Phase 2 (MMTS-2) is commissioned, the Mgeni WSS will not be in a positive situation for long as a result of continued growth in water demands (Schroder & de Jager, 1014: 2-1).

Durban Heights Waterworks along with its vast network of bulk water mains and pump-stations is the main supply of potable water to the Greater Durban region. Both the WTW and its Northern Aqueduct (NA) pipe supply network are presently at the limit of their respective capacities. After commissioning of the Western Aqueduct (WA) pipeline in 1018, spare capacity will be made available at Durban Heights WTW when a portion of its demand is shed to the WA.

The WA is a current eThekweni Water & Sanitation (EWS) project to convey potable water from the Midmar system to eThekweni's western and northern supply areas via a large diameter pipeline. The WA is integral with UW's '57 Pipeline system and runs from Point M through the Outer and Inner West regions terminating at Ntuzuma just north of Durban.

The spare capacity that would be created at Durban Heights after the WA is commissioned cannot be utilised until the restrictions in the NA are addressed. EWS has undertaken a project to augment the NA, which when completed, will be allow the pipeline system to convey the full capacity available at Durban Heights WTW to consumers north of Durban. The water demand projections for the Durban region however indicate that even after shedding a portion of its demand to the WA, Durban Heights WTW will be unable to meet the demand growth in its supply area.

There is little point in increasing the capacity of Durban Heights WTW as the Mgeni WSS, the source of raw water to Durban Heights WTW, is presently compromised. Umgeni Water's Infrastructure Masterplan confirms that the MMTS-2 project, when commissioned, will maximize the benefits that can be obtained from the Mooi River to support the entire Mgeni system (Umgeni Water, 1014: 54).

A new source of water is therefore required to meet the projected water demand growth in the Greater Durban region

## **PS 2. Description of the services**

a) To undertake the following:

- Review and accept updated Detail Feasibility Study (DFS) done by others
  - Detailed design including Mechanical, Civil, Electrical, Automation and Process disciplines
  - Preparation of tender documentation and assisting with appointing successful Contractor/s
  - Contract administration and Inspection Releases/Approval
  - Full time construction monitoring: Level 3
  - Full integrated Commissioning and Operational Training
- Full Project Close-out and Hand Over to the Client as per Client's Requirement. In addition to the scope of this stage in the ECSA Scope of Services document, the compilation of detailed Operating and Maintenance (O&M) Manuals, in accordance with the uMngeni-uThukela Water O&M guideline is included

Finally, the PSP will be required to integrate in its work/program and cooperate with an independent environmental PSPs and Rehabilitation Contractor to undertake the environmental components of the project.

This appointment will include:

An Environmental Assessment practitioner, to undertake the following:

- The registration of the project with the Department of Environmental Affairs,
- Any Screening or Scoping studies needed,
- Specialist studies as identified during the screening / scoping,
- Environmental Impact Assessments as needed,
- Public Participation,
- Submission to DEA, and
- Management of appeals etc.

A Rehabilitation Contractor: Responsible for site rehabilitation,

An Environmental Control Officer (ECO) - Responsible for site audit and report to DWS |

### **PS 3. Contract Skills Development Goals (CSDG)**

The professional service provider shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the CIDB Standard for developing Skills through Infrastructure Contracts published in Gazette Notice No.48491 of 28 April 2023 (herein after referred to as the Standard). This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities. One of the objectives of this project is to provide work integrated learning opportunities for students (Method 3) and Professional Candidates (Method 4).

Based on the agreed training methods the professional service provider may employ Work Integrated Learners and/or Candidates (delete that which is not applicable) directly. The professional service provider shall ensure that:

- No more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.
- all beneficiaries of the Standard are registered on the CIDB learner management system
- Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.
- all the requirements under clause 4.3 Structured Workplace Learning for Candidates in the Standard are adhered to.

The professional service provider shall, within 30 days of award of the contract and in the specific format (Form A2 Baseline Training Plan (PSP)), submit to the Employer's representative a baseline training plan.

The professional service provider shall submit to the Employers Representative:

- an interim contract compliance training report in the specific format (Form A3 Project Interim Report) at intervals which do not exceed 3 months; and a final contract compliance training report, in the specific format (Form A5 Project Completion Report). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required or practical completion (in the case of professional service), service, design and construct contracts, and engineering and construction works contracts

#### PS 4. Key Project Information

The key information of the Project is summarised in the Table 1 below:

**Table 1: Key Information of Project**

<b>Project Number:</b>	
<b>Project Description:</b>	Review the Detailed Feasibility Studies, and Undertake the Detailed Design and Documentation, Construction Procurement, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works
<b>Project Stage:</b>	ECSA Project Life Cycle Stage 1 - 6
<b>Water Services Authority</b>	WSAs: <ul style="list-style-type: none"> <li>• uMsunduzi LM</li> <li>• uMgungundlovu DM</li> <li>• eThekweni Metro</li> </ul>
<b>Site &amp; Location</b>	<ul style="list-style-type: none"> <li>• Baynesfield/Thornville/Camperdown - Pietermaritzburg</li> </ul>
<b>Discipline:</b>	Planning, Engineering (Civil, Mechanical, Electrical, Structural, Process & Instrumentation), Project Management, Environmental, Social
<b>Capex Programme Year</b>	F25 to F34

- b) In terms of risk to UUW, a civil engineering consultant is required to be appointed to undertake the design, specification and costing, of the scope in Section 3. This will minimise the risk of elevated bid prices for construction (next phase), due to lack of clarity and detail in the bid documents. This will minimise the risk of not having procured sufficient funds for the subsequent projects and thus not be able to honour any commitment to be made by UUW to the WSAs for these projects. The other risk is that the receiving/intended communities will not receive an increased/adequate supply of potable water timeously, compromising hygiene, health and socio-economic growth.
- c) Procurement success will translate to timeous implementation of the subprojects, such that the communities that are struggling for water supply, now receive relief through adequate and sustainable potable water supply. These benefitting communities currently have minimal water supply, and supply to them is erratic, not to mention the questionable water quality.
- d) The key project deliverables associated with Project Stages are presented in the Table 2 below and Section 3 provides the summarised scope of projects.

**Table 2: Project Stages**

<b>Project Stage</b>	<b>Deliverable</b>
1. Design Development  <b>PLP Stage 5</b>	Detailed Feasibility Studies Review Detailed Design Report, drawings and BoQ Final Detailed Design approval Manage the Gate 5 Review meeting and approval process
2. Construction Procurement  <b>PLP Stage 6</b>	Tender document and specifications Manage the Gate 6 Review meeting and approval process Submit to BSC Chair Site Clarification Meeting Tender Evaluation and Scoring Submit to BEC and BAC
3. Contract Administration, Execution and Commissioning  <b>PLP Stage 7,8</b>	Full Scope administration and monitoring of the construction contract and successful commissioning (reporting to Special Projects – South Central Region)
4. Close – out  <b>PLP Stage 9</b>	Full Project Close – out and Handover (reporting to Special Projects – South Central Region)

- e) The engineering consultant that will be appointed on this contract will have to carefully scope the projects in the Table below, in order to confirm the scope and undertake the required design work (where required), the specification and the bill of quantities, culminating in individual technical contents for Tender documents including specifications and BOQ (both with appropriate referencing such as SANS) for Uuw on these projects in line with particular specifications and any other applicable legislation.
- f) Before and during site visits, there is a need for the engineering consultant (PSP) to communicate directly with WSAs (and Uuw ISD for site trips) in regards to the envisaged and refined scope which will include discussions on site with plant controllers, Area engineers and Superintendents. The envisaged scope is below in Section 3, based on information received from the WSAs. The bidder is to quote to prepare the designs, BoQ and specification for the project in Table 1. The bidders work items are mapped out in Table 2.

#### **PS 5. Summarised Scope of Works**

uMngeni-uThukela Water initiated a Project Lifecycle Process (PLP). The various project stages will be named to align with the National Treasury Infrastructure Delivery Management System (IDMS). The PLP will involve gate reviews on completion of Design Development (Preliminary Design), Design Documentation and Production Information (Detailed Design),

Works (Execution), Hand Over and Close Out. The PSP must make provision to take part in these reviews with the relevant parties. A copy of the PLP Gate Review Guide is included with the UW Specifications on a CD with this tender. This Gate Review Guide should be read in conjunction with Part C3 of this tender document for a complete a complete picture of the required scope.

On appointment the PSP will be required to work according to the PLP Initiate, Plan, Execute, Control and Closeout requirements of the PLP. The PSP will be required to submit the following documents for Baseline approval:

- Agreed Scope of Work/User Requirements with UW Team
- Stage Work Plan
- Project Team manhour budget, cost budget and cashflow
- Organisation Structurefor PSP implementation team
- Schedule for PSP activities and capital project implementation

These should be followed as soon as possible with:

- Basis of Design Document
- Estimate Plan and Basis of Estimate
- Prelim designs for design freeze approval
- Risk Register

### **Detailed Engineering Design**

In addition to the typical scope and deliverables outlined by ECSA, the PSP shall be responsible for the provision of the following deliverables (but not limited to, and where applicable) related to the detailed design of water treatment works:

- Detailed Process Design report, which meets uMngeni-uThukela Water guidelines, and requirements for each engineering discipline; and including fully editable design calculations. This must include the detailed sizing calculations of all mechanical related equipment such as duty/standby pumps, pipelines and control valves. In addition, the detailed design must include an hydraulic design calculations including pressure surge analysis so that expected operating pressures are known for the entire pipeline. The designer must highlight and justify the selection of a safety design factor utilised in the engineering calculations.
- Process Flow Diagrams based on material and energy balance of the system.
- Updated Piping/Process Control and Instrumentation Diagrams for the entire reservoir system.
- HAZARD and Operability Analysis Three (Detailed examination of the basic process design) where a detailed HAZOP report must be produced. The HAZOP study must be facilitated by an independent facilitator prior to finalisation of the design. The detailed design report and all associated documentation highlighted above must be updated, to take into account the outcomes from the HAZOP study.
- Detailed Functional Design Specification (FDS) documentation, as per the uMngeni-uThukela water specification.
- Final as-built engineering drawings including all changes made throughout the construction of the entire system as well as any comments that emanates from the planned HAZOP session.
- Drawings for each discipline, which meets uMngeni-uThukela water specifications (e.g.

P&ID's, layout, civil, mechanical, electrical and isometric piping general arrangements and fitting drawings). AutoCAD 3D drawings are required for all major building structures and pipework

- A detailed 3D process simulation model of the entire system showing that the system will function as per requirements specification, which will allow the client and designer to further optimize the entire system in terms of energy usage and to improve the overall process efficiency of the system.
- An ergonomic study to be undertaken and presented to uMngeni-uThukela water with 3D model for input.
- Assess constructability and construction direct and indirect costs
- List of critical spares
- Equipment/Instrument lists and data sheets, as per the uMngeni-uThukela water templates
- MOC table for piping and equipment
- HVAC design (if applicable)
- Bill of Quantities
- Projected operating and maintenance expenses, with particular attention to power use and conservation measures
- Estimated programme and detailed cash flow projections with bill of quantities for implementation of the design
- Detailed Cost Estimate (within 10% accuracy) and a project construction schedule

Design review sessions with UW team to be held prior to the finalization of the detailed design P&IDs and civil drawings. It is preferable for the PSP to present the design using 3D models of major equipment and pipework to aid the discussion. The above will culminate in the issuing of a complete detailed design report covering all aspects above which is to be produced and presented to uMngeni-uThukela Water.

The design must be complete and Construction drawings be available at the time of going to tender.

The PSP shall present the detailed design in a bound report (or suite of reports) as well as editable soft copies of all files and documentation. The report(s) must include an Executive Summary explaining the design and summarizing the work carried out. The design must conform to uMngeni-uThukela water specifications and guidelines, and all regulatory requirements and consents.

#### **Preparation of tender documents**

As per the ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2021

#### **Contract Administration and Inspection**

As per the ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2021.

#### **Full time construction monitoring (Level 3)**

In addition to the scope outlined by ECSA, the following services are to be provided:

- Inspection of the works for conformity to contract documentation

- Note that the relevant personnel from uMngeni-uThukela Water must be invited to witness and review all tests carried out.

### Commissioning and Training

The PSP is responsible for compilation of a commissioning plan and execution of commissioning until acceptance by uMngeni-uThukela Water and handover. Provision must be made for a Process Engineer and team for commissioning and operating of the system. It is required that following hot commissioning, that the process be operated continuously for a period of 1 month by the Process Engineer and commissioning team, to demonstrate performance.

Training to be provided to uMngeni-uThukela Water personnel (allow for 1 workshop, 2 training sessions on maintenance requirements and 2 training sessions on operation of the plant).

#### Deliverables

- Commissioning plan and procedures/method statements
- Snagging inspection defects lists
- Commissioning report
- Training of uMngeni-uThukela Water personnel

#### Close-out

In addition to the scope and Deliverable outlined by ECSA, the following are to be provided:

- As-built drawings and documentation
  - Operating and Maintenance Manuals, according to the uMngeni-uThukela Water template
- g) Based on the above scope of works, it is clear that the bidder must possess considerable experience in mechanical, electrical and civil works for the water industry (water treatment works, pump stations and boreholes) for **smaller** water supply projects. If the lead consultant does not possess one or more of these specific skills and experience, he/she must show evidence in their bid that they have taken CPG partners on board (from UUV list of approved PSP vendors in agreement with the PM) for this project with those particular skills and expertise.

**Table 3: Project Deliverables for this project per Project Stage**

Project Stage	Deliverable
<b>1. Planning</b>	<ul style="list-style-type: none"> <li>• Project Implementation Plan Review</li> <li>• Approved Budget Review</li> <li>• Programme Review</li> <li>• Expenditure Release</li> <li>• Approved Project Terms Of Reference</li> <li>• PSP Tender submitted to BSC (Framework tender)</li> </ul>
<b>2. PSP Procurement</b>	<ul style="list-style-type: none"> <li>• Approved Tender Documents (Framework tender)</li> <li>• BAC Report</li> </ul>
<b>3. Detailed</b>	<ul style="list-style-type: none"> <li>• Basic Assessment of Detailed Feasibility Studies/Reports</li> </ul>

<p><b>Design Development</b></p>	<ul style="list-style-type: none"> <li>• (Environmental Screening/Scoping and ISD screening by UUW)</li> <li>• Appointments for CPG PSPs for Geotech, Land Survey, geohydrologist (&amp; any environmental/ specialist studies required)</li> <li>• Conceptual design analysis and review (use indicative scope provided in Section 3 as starting point)</li> <li>• Completion of Geotech, Land Survey, geohydrologist (&amp; any environmental/ specialist studies required)</li> <li>• Draft Detailed design development report <b>including draft Cost estimates &amp; draft detailed design drawings for discussion.</b></li> <li>• Complete Detailed Design and including any required drawings and <b>specs</b> (by PSP) and submit to UUW for review</li> <li>• Approved (frozen) final Detailed Design Report (by PSP) including Cost estimates, including Tender documents compilation, BoQs, drawings and specifications</li> </ul>
<p><b>4. Construction Procurement</b></p>	<ul style="list-style-type: none"> <li>• Tender document and specifications submitted to BSC for approval</li> </ul>
<p><b>5. Contract Administration</b></p>	<ul style="list-style-type: none"> <li>• Administer and monitor the construction contracts</li> </ul>
<p><b>6. Close Out</b></p>	<ul style="list-style-type: none"> <li>• Works and final completion lists</li> <li>• Certificates of completion</li> <li>• Operations and maintenance manuals, guarantees and warranties</li> <li>• As-built drawings and documentation</li> <li>• Close out report</li> <li>• Final accounts</li> </ul>



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

SITE INFORMATION

C4.91

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**PART C4: SITE INFORMATION**

The location for the performance of the Project is Baynesfield and Thornville within Richmond Local Municipality, under uMgungundlovu District Municipality in KwaZulu Natal Province.



[TENDER NO. 2026/079 ]

Appointment of a PSP to Review the Detailed Feasibility Studies, and Undertake the Detailed Design, Contract Administration and Close Out Stages of the Upper uMkhomazi Water Project Phase 1 – 156 ML Reinforced Concrete Reservoir and Ancillary Works

ANNEXURES

C5.1

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**PART C5: ANNEXURES (Provided Separately under Volume 3)**

- C5.1 Insurance Summary and Claims Procedure
- C5.2 Detailed Feasibility Studies done by Knight Piesold
- C5.3 Specifications and Particular Specifications, and design guides
- C5.4





[TENDER NO. 2026/079 ]

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ANNEXURES

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