TENDER NO: 2027/011

SUPPLY, INSTALLATION AND COMMISSIONING OF 3M HIGH GALVANIZED DOUBLE WELDED SKIN FENCE AT WIGGINS WATER WORKS

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Thobile Ngcobo
Telephone: 033 341 1369

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
SCAM ALERT! UUW employees the CE, CFO, EXCO and SCM officials will never contact any bidder requesting funds to influence bids/quotations outcome this is illegal and constitutes corruption and fraud. Report such behaviour for immediate investigation. Report unethical conduct at uMngeni-uThukela Water on: • Free call number: 0800 864 463 • Email: uuw@thehotline.co.za • Mobile application: Vuvuzela Hotline app – use • 0800 864 463 to report • Website: https://www.thehotline.co.za/report - • Use 0800 864 463 to report • SMS: 30916 • Fax: 0867 261 681 • Post: PO Box 10512, Centurion, 0046 *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.*	Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within **7 business days** of the date of the intention to award notice. UUW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@uuw.co.za

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BIDDERS INFORMATION

Name of Bidder	
Company Registration number	
VAT registration number	
Contact Person	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
uMngeni-uThukela Vendor Number	
CSD Supplier number	

I certify that the information furnished on this form is true and correct. I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

_____	_____	_____
Name of Representative (Duly Authorised)	Signature	Date

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Tender Number: 2027/011

Tender Title: SUPPLY, INSTALLATION AND COMMISSIONING OF 3M HIGH GALVANIZED DOUBLE WELDED SKIN FENCE AT WIGGINS WATER 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 Contractors are invited to Tender for the following:

Supply, installation and commissioning of 3m high galvanized double welded skin fence at Wiggins water works

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

An active CIDB grading of 6SQ or higher is required

Attendance of the compulsory briefing / clarification meeting

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.
Evaluation method:

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

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price & Preference goals using the 80/20Preference Point Scoring System in terms of Preferential Procurement Regulations 2022 will be applied.
- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points will be awarded for specific goals as stated in the tender, SBD 6.1
- Price and Preference goals

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
    a) Price; and (80) and Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

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	Description	80/20	Evidence to be provided
HDI	The entity must be at least 51% owned by black people	10	CSD Report
HDI	The entity must be at least 51% owned by women	10	CSD Report
Total points for preferential goals		**20**	

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

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

Documents will be issued upon request during working hours from 09h00 to 15h00 from 30 October 2026 to [10 November 2026]

Tender documents shall only be requested during the said period and hours.

Queries relating to the issue of these documents shall be addressed to Ms Thobile Ngcobo
Tel No.: 033 341 1369, E-mail: Thobile.Ngcobo@uuw.co.za

A compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at Wiggins Water Works 251 Wiggins Rd, Wiggins, Durban, 4091 starting at 11:00 on the **10th of November 2026**.

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.

The closing time for submission of Tenders is **12h00** on **03 December 2026.**

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

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

Note that appeals not addressed to the abovementioned e-mail address will not be considered.

For any other Tender adverts, please visit the UUW website.

uMngeni-uThukela Water Reserves the Right to Award the Contract In Whole or In Part, or not at all.

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

The general conditions of tender are the uMngeni-uThukela Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from uMngeni-uThukela Water Supply Chain Management office or can be downloaded from the following website:
https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf

For purposes of this Contract the following Special Conditions 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 requirements stated in the Tender Data."

F3.11.3 Method 2: Functionality, Price and Preference Goals

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

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is **uMngeni-uThukela Water**
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: **VOLUME 1 – Tendering Procedures and Returnable Documents** **Part T1: Tendering procedures** T1.1 Tender Notice and invitation to Tender T1.2 Tender Data **Part T2: Returnable Schedules and Documents** T2.1 List of all Returnable Documents T2.3 Returnable Schedules **VOLUME 2 – Offer, Contract and Price** **Part C1: Agreements and Contract Data** C1.2 Form of Offer, Acceptance and Schedule Deviations C1.8 Contract Data C1.17 Form of Guarantee **Part C2: Pricing data** C2.2 Pricing Instructions C2.2 Pricing Schedule **Part C3: Scope of work** C3.1 Scope of Work

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	Part C4: Site Information C4.1 Site Information **Part C5: Annexures** The Tender Document and the drawings shall be obtained from the Employer or its authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice. Upon receipt of the Tender documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording indistinct, the Tenderer shall apply to the Employer's Agent at once to have the same rectified as no liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph. The Tenderer is required to satisfy itself that the Documents received are correct, complete and sufficient to be the basis of a *bona fide* Tender in every respect. Should any Tenderer not accept that the Documents issued can form the basis of a *bona fide* Tender, the Employer's Agent shall be requested to correct the discrepancy, ambiguity, missing or illegible information, failing which the Tender submitted by the Tenderer shall be taken that the Tenderer accepts the adequacy of the Tender document. . The submission of a *bona fide* Tender shall absolve the Employer's Agent from any liability whatsoever for any error in a Tender due to the foregoing.
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's buyer is: Thobile Ngcobo **Tender Queries**

Name:	Thobile Ngcobo
Address:	310 Burger Street, Pietermaritzburg
Tel:	033 341 1369
E-mail:	Thobile.Ngcobo@uuw.co.za

	F.2.1 Eligibility
F.2.1	uMngeni-uThukela will only consider submissions from tenderers who satisfy the following criteria: a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 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. c) The tenderer must have an active CIDB Grading of 6SQ or Higher d) Attendance of the compulsory briefing / clarification meeting
	F.2.7 Clarification meeting
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.

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	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative Tender offers
F.2.12	No alternative Tender offers will be considered.
	F.2.13 Submitting a Tender offer
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	The Employer's details and address for delivery of Tender offers are stated in T1.1 **Tender Notice and Invitation to Tender.** **Identification details** The identification details which must be stated in the Tender offer outer package are: **Tender Number** **Title of Tender** **Closing Date** **Closing Time** **Tenderer's Name** **Tenderer's Address** Tenders issued in more than one volume must be returned in the same manner and bound separately as per the Tender volumes issued. *The Tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderer's 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 will be considered*
	F2.13.6 Two Envelope tender Procedure
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of Tender offers is as stated in **T.1.1 Tender Notice and Invitation to Tender.**
	F.2.16 Tender offer validity
F.2.16.1	The Tender offer validity period is **120 calendar days** from the closing date. ***UUW reserves the right to request all bidders to extend such validity period should the need arise. Bidders who reject or fail to respond to such request shall be regarded as non-response and be excluded for further evaluation and assessment.***
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved financial institution registered with the Financial Services Board undertaking to provide the PERFORMANCE GUARANTEE - DEMAND GUARANTEE to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his Tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services.

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	2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Company Registration Certificate 5) Required evidence to claim preference goals as stipulated in **TENDER NOTICE AND INVITATION TO TENDER**
	F.3.4 Opening of Tender submissions
F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be **70** [**Seventy** points].
	F.3.11 Evaluation of Tender offers
F.3.11.3 F.3.11.3 (4c) (5c) F.3.11.7	The procedure for the evaluation of responsive tenders is Method 2(Functionality, Price and Preference) The following preference point systems are applicable to all Tenders: 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and 2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received. Note: - 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. - uMngeni-uThukela Water 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 uMngeni-uThukela Water.
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: **Returnable Schedule** — **Weighting %** T2.2.07 Tenderer's Experience 30 T2.2.09 Experience of Key Personnel 30 T2.2.13 Method Statement 20 T2.2.14 Preliminary Programme 20 **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.** The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.
	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).
	F3.18 Provide written reasons for actions taken
F3.18	Appeals Process

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	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. 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 Note that appeals not addressed to the abovementioned email will not be considered. ***uMngeni-uThukela Water Reserves The Right To Award The Contract In Whole Or In Part, or not at all.***

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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		T2.10
T2.2.2	Bidders Disclosure		T2.17
T2.2.3	Tax Compliance Status Letter Requirements or CSD Report		T2.20
T2.2.4	Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.22
T2.2.5	Contract Participation Goals (CPG)		T2.23
T2.2.6	POPIA consent		T2.28]
T2.2.7	Tenderer's Experience		T2.29
T2.2.8	Key Personnel Assigned to the Work		T2.32
T2.2.9	Experience of Key Personnel		T2.33
T2.2.10	Proposed Organization and Staffing		T2.36
T2.2.11	Tenderer's Schedule of Plant and Equipment	N/A	T2.38
T2.2.12	Quality Assurance and Environmental Management	N/A	T2.39
T2.2.13	Method Statement		T2.41
T2.2.14	Preliminary Programme		T2.43
T2.2.15	Registration Certificate / Agreement / ID Document		T2.45
T2.2.16	Amendments, Qualifications and Alternatives		T2.46
T2.2.17	Record of Addenda to Tender Documents		T2.48
T2.2.18	VAT Registration Certificate		T2.49
T2.2.19	Schedule of Proposed Sub-Contractors		T2.50
T2.2.20	Proof of Purchase of Tender Document		T2.51
T2.2.21	Goods and Services Sourced Internationally		T2.52
T2.2.22	SBD 6.1 Preference Points claim in terms of the PPPFA Regulations 2022		[T2.55]
T2.2.23	Letter of Good Standing in terms of COID Act		T2.60
T2.2.24	Tenderer's Financial Standing		T2.61
T2.2.25	Contractors Health and Safety Declaration		T2.62
T2.2.26	Pro forma OHS Notification		T2.63
T2.2.27	Letter of Intent for Public Liability		T2.64
T2.2.28	Letter of Intent for Performance Guarantee		T2.65
T2.2.29	Registration Certificates		T2.66
T2.2.30	Central Supplier Database (CSD) Report		T2.67

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T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

(Name of Company) .....

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

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

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

WITNESSES: .....

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B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned .....

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

.....

....

SIGNATURE **DATE**

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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

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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. .....

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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. .....

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F. JOINT VENTURE

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: .....

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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 appears 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/ ALTERNTATIVELY THE TENDERER MAY ATTACH A SIGNED RESOLUTION ON THE ENTITY'S LETTERHEAD

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T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

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Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and

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Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

DISCLAIMER:
"PLEASE INSERT A SIMILAR TABLE/SCHEDULE AS INDICATED IN SECTION 2.4.1 IF THE SPACE PROVIDED IS INSUFFICIENT OR ALTERNATIVELY, PUT A LINE THROUGH AND STATE AS PER CSD REPORT".

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T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

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

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

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

CERTIFICATE OF ATTENDANCE

Tender no. 2027/011 SUPPLY, INSTALLATION AND COMMISSIONING OF 3M HIGH GALVANIZED DOUBLE WELDED SKIN FENCE AT WIGGINS WATER WORKS

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 Purchaser's representative, namely:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

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T2.2.5 CONTRACT PARTICIPATION GOALS

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.

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

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

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

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

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

Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
  The CPG Partner/s shall be selected according to the following criteria:
  (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 their scope and a subcontracting agreement must be place.

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 25th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner

b) Payment to the Service Provider – on the last day of the following month;

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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

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:

_____
(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 (CPG Partner/s). Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against uMngeni-uThukela Water.

4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;

5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela 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.

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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

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T2.2.2.6 POPIA CONSENT

POPIA CONSENT BY THE BIDDER

1. uMngeni-uThukela Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

2. The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

3. The bidder irrevocably and unconditionally agrees-
   a) That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,
   b) That he/she consents and authorizes the uMngeni-uThukela Water to undertake the collection, processing, and further processing of the bidder's personal information and any information supplied to uMngeni-uThukela Water, for the purposes of evaluating the tender document.

4. The bidder gives and authorises this consent unconditionally for uMngeni-uThukela Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at_____ **On This Day**_____ **Of** _____

20_____

_____

The Director / CEO/Duly Authorized Name and Surname.

Witnesses _____

(Signature)

Witnesses _____

(Signature)

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T2.2.7 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule. Tenderers must note that the details reflected in the schedule below should have contactable references so that uMngeni-uThukela Water can verify the information. If the references are not contactable the information shall not be considered for evaluation purposes.

UMngeni-uThukela Water reserves the right not to appoint a tenderer should the references generally indicate poor performance on previous projects that are reflected in the table below.

The description should be put in tabular form with the following headings:

Project name	Period /Year	Value of work inclusive of VAT (Rand)	Size (of Infrastructure constructed)	Company (where the project was done)	Contact Details

Note to tenderer: only information relating to similar projects is to be provided in the above table. Copies of completion certificates are to be attached to the last page of this returnable. Information in the table without the certificates attached will not be considered.

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

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in supply, installation and commissioning of galvanised double welded skin fence or similar type of fence (submit proof of previous experience in a form of reference letters or completion certificates or Letter of completion from clients). • 1 project – 50 points • 2 projects – 60 points • 3 projects – 70 points, 10 additional points for every project more than 3 projects to a maximum of 100 points	**100**

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T2.2.7 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.8 KEY PERSONNEL ASSIGNED TO THE WORK

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

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	**Project Manager**	
2.	**Site Foreman**	
3.	**Site Agent**	

DISCLAIMER:

(a) "UUW WILL ONLY EVALUATE THE PROPOSED KEY PERSONNEL AS INDICATED IN THE TABLE ABOVE."

(b) "BIDDER IS ONLY ALLOWED TO NOMINATE ONE KEY PERSONNEL PER ROLE "

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T2.2.9 EXPERIENCE OF KEY PERSONNEL

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

Key Person Positions
A. Project Manager
B. Site Foreman
C. Site agent

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 of each key person of not more than 3 pages should be attached to this schedule.

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 enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

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The scoring of the experience of key staff will be as follows: 30

The proposed key personnel for the construction of galvanized double welded skin fence or similar type of fence must include CV's showing experience in projects. **Experience of Project Manager in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points 5 additional points for every project more than 3, to a maximum of 40 points **Experience of Site Foreman in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points **Experience of a Site Agent in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points	**100**

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T2.2.9 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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T2.2.10 PROPOSED ORGANIZATION AND STAFFING – NOT APPLICABLE

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

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

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

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

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T2.2.10 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

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T2.2.11 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT – NOT APPLICABLE

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION *(type, size, capacity etc.)*	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted

DESCRIPTION *(type, size, capacity etc.)*	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

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

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T2.2.12 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT – NOT APPLICABLE

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 |

By when?..... | Date |

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 |

By when?..... | Date |

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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.

The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

Scoring of Quality Assurance and Environmental Management will be as follows:

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan & support documents submitted
Poor (score 40)	The approach to Quality and Environmental Management is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is 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 etc. is specifically tailored to the critical characteristics of the project.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tenderer has environmental management system which is certified in terms of ISO 14 000.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

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T2.2.13 METHOD STATEMENT | 20 |

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

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

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

The scoring of the approach paper will be as follows: | 20 |

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

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T2.2.13 METHOD STATEMENT (Continued)

INSERT HERE

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T2.2.14 PRELIMINARY PROGRAMME (20)

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

The contract should note that the contract is required to be completed, commissioned and handed over to the Purchaser 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: 20

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

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T2.2.14 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

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

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T.2.2.15 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

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T2.2.16 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 Purchaser).

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.]

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(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

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T2.2.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

....

Signature Date

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

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T2.2.18 VAT REGISTRATION CERTIFICATE

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

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T2.2.19 SCHEDULE OF PROPOSED SUB-CONTRACTORS

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-Contractors 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-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

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

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

Tenderer .....

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T2.2.20 PROOF OF PURCHASE OF TENDER DOCUMENT

INSERT HERE

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T2.2.21 GOODS AND SERVICES SOURCED INTERNATIONALLY

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and State Owned Entity purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple Contractors of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to Contractors in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst Contractors in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or Contractors.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful tenderers (Contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

3.1 Tenderers are required to sign and submit this Section together with the tender on the closing date and time.

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3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Contractors) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

(a) the Contractor and the DTI will determine the NIP obligation;
(b) the Contractor and the DTI will sign the NIP obligation agreement;
(c) the Contractor will submit a performance guarantee to the DTI;
(d) the Contractor will submit a business concept for consideration and approval by the DTI;
(e) upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
(f) the Contractor will implement the business plans; and
(g) the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful tenderer (Contractor) and, therefore, does not involve the purchasing institution.

Tender number ..... Closing date .....

Name of tenderer .....

Postal address .....

.....

Signature ..... Name (in print) .....

Date .....

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T2.2.21 GOODS AND SERVICES SOURCED INTERNATIONALLY Continued…..

Insert detailed list of goods and services to be sourced internationally and provide rate of exchange and base date.

Description	Value	Base Date	Rate of Exchange

Note to the Tenderer: It will be the successful Tenderer's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

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T2.2.22 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of

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bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

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

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:

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4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The entity must be at least 51% owned by black people	10	
The entity must be at least 51% owned by women	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ 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;

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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: .....

.....

.....

.....

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T2.2.22 .../continued PREFERENCE GOALS SUPPORTING DOCUMENTS

Tenderers not submitting **valid supporting documents in respect of Preference points claimed for specific goals do not qualify for preference points but will not be disqualified from the tendering process**

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T2.2.23 LETTER OF GOOD STANDING IN TERMS OF COID ACT

(Compensation for Occupational Injuries and Diseases Act)

INSERT HERE

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T2.2.24 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 Purchaser 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 Purchaser 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)

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T2.2.25 CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) 9(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the Tenderer must 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 OHSA 1993 Construction Regulations 2014.

2. I hereby declare that my company / enterprise have the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Purchaser's Health and Safety Specifications.

3. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with CR7(1) of the Construction Regulations, approved by the Purchaser or its representative, before I will be allowed to commence with construction work under the contract. 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 obtain the necessary approval for the said safety plan.

4. I confirm that copies of my company's approved Health and Safety Plan, the Purchaser's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Purchaser's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.

6. I hereby confirm that I will be liable for any penalties that may be applied by the Purchaser in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Purchaser.

8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 *(example attached hereafter)* before I will be allowed to proceed with any work under the contract.

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

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T2.2.26 PRO FORMA OHS NOTIFICATION

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 Contractor:

   ……

   ……

   (b) Name of Contractor's contact person: ……

   Telephone number: ……..
2. Contractor'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 Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

   Telephone number:
6. Name/s of Contractor'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 Contractor:
13. Name(s) of Sub-Contractors already chosen:

SIGNED BY:

CONTRACTOR: ..... DATE: .....

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

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T2.2.27 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

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T2.2.28 LETTER OF INTENT FOR PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom it has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. The Tenderer must also attach proof that the institution that will provide the performance guarantee is registered and in good standing with the Financial Services Conduct Authority.]

INSERT HERE

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T2.2.29 REGISTRATION CERTIFICATES

Insert required registration Certificates such as CIDB, etc. here.

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T2.2.30 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

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