

	REQUEST FOR QUOTATION		Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	RFQ No: Q23/214/AS(A)		

**You are hereby invited to submit a Quotation for the following requirements of
UMGENI WATER**

Advert Date:	26 OCTOBER 2022		
RFQ Ref Number:	Q23/214AS(A)		
Description Of Services:	Appointment of the Professional Service Providers to undertake the WULA and provide UW with the specialist studies as required by the regulator – i.e. Department of Water and sanitation (DWS)		
Closing Date:	11 NOVEMBER 2022	Closing Time:	15h00
Compulsory Briefing	Please contact Siphumelele if you require clarity on the specification prior to the closing date as price variations to the awarded tenderer will not be accommodated		
Documents Are Obtainable From:	Via email		
SCM Procedure Enquiries may be directed to:	Asheena Singh Tel No. 031 7197300 Email Address: asheena.singh@umgeni.co.za		
Submissions:	By email to: scmquotes@umgeni.co.za NB: use Q23/214AS(A) as email subject		
Technical Enquiries: (PM – Details)	Contact Person: Siphumelele Mwandla Email: Siphumelele.mwandla@umgeni.co.za cel : 083 611 6085		
Contents			
<div>1. Invitation Cover Page</div> <div>2. Information about the Tenderer</div> <div>3. Terms and conditions of Request for Quotation (RFQ)</div> <div>4. Eligibility and evaluation Criteria</div> <div>5. Returnable Documents</div> <div>6. Specification</div> <div>7. Price Schedule</div> <div>8. Bidder's Disclosure</div> <div>9. Preferential Procurement Claim form</div> <div>10. Certificate of Acquaintance with RFQ T&Cs.</div> <div>11. Contract Forms</div>			

Tip-Offs Anonymous Hotline:
Report unethical conduct at Umgeni Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.

This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

2. Information about the Tenderer

Name of tenderer	
Registration number	
VAT registration number	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
Umgeni Water Vendor No.	
CSD Supplier number	
CSD Unique Registration Reference Number	
Contact person's name	

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 tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

3. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. **Eligibility** : Suppliers must complete the attached **SBD 4** –Bidder's Disclosure form. Refer to point 4.1. for additional eligibility criteria. Failure to complete/forward these documents may result in the quotation being invalidated.
7. Quotations must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated.
8. The official Umgeni Water quotation form must be used to tender the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
9. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
10. This document may contain confidential information that is the property of Umgeni Water.
11. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Umgeni Water and the Tenderer.
12. All Copyright and Intellectual Property herein vests with Umgeni Water and its Tenderer.
13. Quotations must be submitted by email scmquotes@umgeni.co.za or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
14. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ.
15. Late and incomplete submissions will not be accepted.
16. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. No services must be rendered or goods delivered before an official Umgeni Water Purchase Order form has been received.

The Tenderer accepts the above terms, conditions, and Umgeni Water's Standard Conditions of Tender*.	Accept	Do not accept

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.

http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

CONDITIONS OF QUOTE

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Umgeni Water on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by Umgeni Water during the validity period indicated and calculated from the closing time of the quote;
 - (b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, Umgeni Water's Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we are fully acquainted;
 - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so. Umgeni Water may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between Umgeni Water and I/us. I/we will then pay to Umgeni Water any additional expenses incurred for having either to accept any less favourable quote or, if fresh quote have to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes. Umgeni Water shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss Umgeni Water may sustain by reason of my default;
 - (d) if my quote is accepted, the acceptance may be communicated to me by electronic mail, to the email address supplied in my quotation document;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quote and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quote: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the Umgeni Water, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then Umgeni Water, in addition to any remedies it may have, may: -
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by Umgeni Water as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which Umgeni Water may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS _____ DAY OF _____ 2019 AT _____

**SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME) _____

CAPACITY OF SIGNATORY _____

NAME OF CONTACT PERSON (IN BLOCK LETTERS) _____

POSTAL ADDRESS _____

POSTAL CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR PHONE NUMBER: _____

E-MAIL ADDRESS: _____

4. ELIGIBILITY AND EVALUATION CRITERIA

Evaluation method:

- a) The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated on:
- b) Functionality
- c) Financial offer: using Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

4.1. Umgeni Water will only consider submissions from tenderers who satisfy the following Eligibility criteria:

- a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- c) the Tenderer has completed and signed the Bidder's Disclosure and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- d) Key Personnel (Project Leader) must have a Post graduate degree in Environmental Sciences or Natural Sciences or Environmental Management
- e) Key Personnel (Project Leader) must be a Professional Scientist registered with South African Council for Natural Scientific Professions (SACNASP).

4.2. Functionality

Functionality	
The minimum qualifying Functionality Evaluation Score shall be seventy (70) points.	
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:	
Tenderer's Experience	30
Experience of Key Personnel	40
Method Statement	20
Preliminary Programme	10
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 CFST member for a quotation 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	

4.2.1 TENDERER'S EXPERIENCE (30%)

The experience of the Tenderer will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work. The completed projects that will be considered for evaluation should have been undertaken in the past ten years. Tenderers should include signed completion letters of the past projects that have components of the scope of work for this tender.

Tenderers should very briefly describe his or her experience in this regard relevant to the scope of work and attach this to this schedule.

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

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience in projects comprising WULA (Submit a proof of previous WULA projects undertaken and a letter from a previous customers indicating or outlining the projects undertaken).</p> <ul style="list-style-type: none">✓ 1 project- 30 points✓ 2 projects – 50 points✓ 3 projects – 70 points <p>10 additional points for every project more than 3 projects to a maximum of 100 points</p>	100

The summary table below may be used. If a separate table is prepared, it shall be put in tabular form with the same headings.

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

4.2.2 EXPERIENCE OF KEY PERSONNEL (40%)

Key personnel is someone who will play an essential role in the contract. This person is responsible for managing the contract, coordinating with the plant personnel, UW project manager and management of the WULA process.

Tenderers are advised to check the functionality requirements listed for key personnel to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality must be listed in the table below.

For the purpose of functionality evaluation, the Employer regards the experience of the Key Personnel as critical to project success and these personnel will be scored for functionality. The scoring criteria are outlined in the table below.

The experience of key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV (**not more than 3 pages**) in the required format below, shall be provided for the key person should be attached to this schedule. Note that Copies of Qualifications and Professional Registration Certificate should be attached separately.

Each CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in Company
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that have a bearing on the scope of work for this tender and the scoring criteria below. The outline shall include start and finish dates of the assignments
6. Signed completion letter of the past projects that have components of the scope of work for this tender.

Scoring of the experience of key staff will be as follows:

Description	Max Possible Score
Key personnel (Project Leader) must have experience in projects comprising WULA process. (Submit proof of previous projects for key personnel with similar experience). With Water Use Licence Application / Specialist Studies for WULA: 1 project- 30 points 2 projects – 50 points 3 projects – 70 points 10 additional points for every project more than 3 projects to a maximum of 100 point	100

4.2.3 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 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 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:

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 objective or requirements. The tenderer has misunderstood certain aspects of the scope of work or does not deal with the critical aspect of the project
Satisfactory (Score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (Score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project..
Excellent (Score 100)	The approach details ways to improve the project outcomes and the quality of the outputs. Methodology outlines the important issues whilst indicating innovative and efficient ways of execution of the project. Tenderer has outstanding knowledge or state-of-the-art approaches.

4.2.4 PRELIMINARY PROGRAMME (10%)

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

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

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

PROGRAMME														
Component / sub component	WEEKS / MONTHS													

5. RETURNABLE DOCUMENTS

	Mandatory Requirement	Comply (Yes/No)	Remarks
1	CSD Summary report		
2	B-BBEE Certificate and/or Affidavit		
3	Tax Clearance Certificate and/or TAX Verification PIN		
4	Certificate of Incorporation (CIPC Registration Certificate listing company directors/shareholders/owner/s)		
5	Post graduate degree in Environmental Sciences or Natural Sciences or Environmental Management		
6	Professional Scientist registered with South African Council for Natural Scientific Professions (SACNASP) with at least 5 years' experience in water use licensing		

6. SPECIFICATIONS

Background & Business Needs

The National Water Act, Act No. 36 of 1998 (NWA), requires that water use licences are obtained before any water use activity or development can be undertaken. Water use is defined as undertaking activities that have an impact on a water resource. The impact may be on the amount of water in the resource, the quality of water in the resource and the environment surrounding the resource. Section 21 of the NWA lists 11 water uses as requiring a water use licence before they can be undertaken. Umgeni Water as a water service provider (potable and wastewater) utility, has operations that trigger some of the water uses and thus require water use licences. The purpose of this procurement is to fulfil the legislative requirement by complying with Section 21 of the NWA.

6.1 Scope of Work/ Specifications / TORs

TERMS OF REFERENCES FOR THE PROCUREMENT OF A SERVICE PROVIDER TO UNDERTAKE THE WATER USE LICENCE APPLICATION FOR UMGENI WATER

The purpose for this submission is to appoint an independent and qualified Professional Service Provider (PSP) undertake the necessary application together with the specialist studies in order to obtain a water use license from the Department of Water and Sanitation.

OBJECTIVES

The primary objective for this project is to procure the Professional Service Provider to undertake a water use licence application for several Umgeni Water Operational Sites as to ensure that UW complies with the Section 21 of the National Water Act (NWA), Act 36 of 1998.

SCOPE

A Professional Service Provider is required to undertake all tasks required to obtain Water Use Licences for the sites in Table 1 and Table 2. In compliance with the National Water Act (NWA), Act 36 of 1998, it is necessary to undertake a water use licence application for the following water uses:

- ↗ Section 21 (c) Impeding or diverting the flow of water in a watercourse;
- ↗ Section 21 (i) Altering the bed, banks, course or characteristics of a watercourse;
- ↗ Section 21 (f) Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduit;
- ↗ Section 21 (g) Disposing of waste in a manner which may detrimentally impact on a water resource;

A Professional Service Provider is to undertake the application process together with the required specialist studies. Various tasks to be undertaken shall include:

- ↗ Pre-application consultation with the Department of Water and Sanitation (DWS)
- ↗ Undertaking a Public Participation in relation to the WULA
- ↗ Conduct investigations, assessments and compile reports thereof. The following studies will need to be undertaken
 - Wetland assessment study (to include risk assessment, management and rehabilitation plan for all water courses)
 - Aquatic Assessment Study
 - Geotechnical Studies
 - Hydrological Studies
 - Water Balance
 - Stormwater Management Plans
 - Hydrogeological Studies
 - Soils Assessment Study
 - Integrated water and waste management plan

Table 1: Section 21(f, c and i) of National Water Act

	Name	Coordinates	Water Use
1	Mthwalume Water Treatment Works	Latitude: -30.476517, Longitude: 30.608203	WUL - Discharge water directly to the water resource.
2	uMzinto Water Treatment Works	Latitude: 30.328587, Longitude: 30.671693	GA - Discharge water directly to the water resource.
3	Amanzimtoti Water Treatment Works	Latitude: 30.053039, Longitude: 30.851594	- GA - Discharge water directly to the environment.
4	Maphumulo Water Treatment Works	Latitude: 29.202481, Longitude: 31.043793	- WUL - Discharge water directly to the environment.
5	Hazelmere Water Treatment Works	Latitude: 29.614608, Longitude: 31.055233	- GA - Discharge water directly to the water resource.
6	Durban Heights Water Treatment Works	Latitude: 29.800265, Longitude: 30.929368	- GA - Discharge water directly to the water resource.

Table 2: Section 21(g) of National Water Act

#	Disposal Point	Coordinates	Water Use
1	Brookdale Farm	Latitude: 29.499686, Longitude: 30.217777	- WUL - Disposing of water treatment residues at the Brookdale Farm.

DELIVERABLES

The main deliverable for this project is the water use licence for the sites detailed in Table 1 and Table 2.

Other deliverables for this project include the following:

- Draft Report for all specialist studies: A hard copy and a CD containing the digital copy of the report must be submitted to Umgeni Water for review. A period of a week must be allowed for review.
- Final report for all specialist studies together with the all other WULA documents: A hard copy and a CD containing the digital copy of the report must be submitted to the Client for review. A period of a week must be allowed for this task.
- Copies of all formal documentation submitted to the authorities in the application process
- Electronic copies of all specialist reports
- IWULA and technical report
- Water use licences as per Table 1 and Table 2.
- Audit Reports

MEETINGS

One project inception meeting will be required. The Service Provider should plan for monthly meetings during the study to update Umgeni Water on project progress. If project is on schedule, this meeting will be conducted via electronic platform.

TIME FRAME

The project is anticipated to be completed within a period of twelve **(12) months**. The Professional Service Provider should provide a clear programme identifying milestones and deliverables.

Corrections or revisions to the report and other documents prepared by the Service Provider are anticipated and shall be considered as part of the normal study process. No extension of time or fees shall be allowed for corrections as described herein above.

PROPOSAL SUBMISSION

Proposals shall include the following:

- Demonstration of an understanding of the scope of work required.
- A clear understanding of what is required as deliverables.
- CV(s) of proposed service provider personnel showing relevant qualifications and experience of key personnel in undertaking work of similar nature.
- Cost estimate for all tasks of work is required. The hourly rate of personnel must be stated as well as an estimate of time. The service providers should be aware that invoicing should be task-based and as such the proposal should identify how the budget is to be allocated for proposed tasks.
- A clear programme identifying milestones and deliverables. The project is anticipated to be completed within a period of twelve months but service providers are encouraged to advise if and why this timeframe cannot be met.

SKILLS

- ✓ Environmental specialist.
- ✓ Knowledge, understanding and implementation of Environmental Management System.
- ✓ Knowledge and understanding of environmental legislation and regulations.
- ✓ Ability to manage any specialist studies as may be identified or required.
- ✓ Ability to undertake water use licensing processes.
- ✓ Ability to prepare **technical** reports with sustainable recommendations

GENERAL

The Service Provider will be required to verify and defend that all information submitted as services rendered is accurate and current. All information generated as part of the Service Provider's shall become part of Umgeni Water's record and as such will be Confidential

CONTRACTING STRATEGY

Proposed contract duration/term? **12 Months** or **01 Year**

The service provider will need to demonstrate, using a project plan, how all the assessments will be undertaken within the required time frame and all audit reports obtained within **12 months** of award.

CONTRACT EXECUTION /CALL OFF/ UTILISATION STRATEGY

This will be a Call-off.

CONTRACT MANAGEMENT

This will be managed through meetings. These meetings can be called by either party (Umgeni Water or the Contractor) at any time when a need arise.

KEY CONTRACT CLAUSES

In this section:

Set out any areas of the proposed contracting model which will require specific focus or negotiation. For example:

The outcome of the project (specialist studies reports and the water use licences) will be the property of UW and can be used only by the organisation (UW) for future reference.

- a) **Intellectual Property rights (IP):** if your project has specific outputs, which have a real value (or the outputs may be confidential) then this needs addressing. Suppliers are often keen to own their own IP to be able to commercially exploit it in the future, however UW needs to ensure that in paying for delivery it has the ability to share the outputs with other parts of UW (or wider public sector) to deliver best value for money
- b) **Liability and the apportionment of risk:** The successful service provider must ensure timeous project target deliveries as per proposed schedule to avoid penalties.
- c) **Service levels and performance monitoring:** The project execution must adhere to the submitted Bill of Quantities and project schedule to avoid any Variation Orders.
- d) Invoices are to be submitted by the 25th of each month and should be milestone based.
Proof of work completed must be submitted with each invoice

7.PRICING SCHEDULE

TENDERER'S NAME AND ADDRESS		DETAILS OF PURCHASING OFFICE			
COMPANY NAME:		UMGENI WATER (HEAD OFFICE) Supply Chain Management Unit 310 Burger Street Pietermaritzburg,3201 Enquiries: ASHEENA SINGH Tel no.: 031 7197300 Email: ASHEENA.SINGH@UMGENI.CO.ZA			
ADDRESS:					
COMPANY REG. NUMBER:					
CONTACT NO.					
CONTACT PERSON					
REFERENCE (REQ NO.)		CLOSING DATE & TIME		VALIDITY PERIOD:	DAYS
Q23/214AS(A)		11 NOVEMBER 2022 AT 15H00			

Item No.	Description of item	Unit Measure	Qty (A)	Unit Price/Rate Excl. (B)	Quoted Price(AxB) Excl. Vat
	Water Use License Application:				
1.	Pre-application consultation with DWS, liaison with DWS until Water Use Licences have been obtained.	Sum	1		
2.	Site inspection of all infrastructure footprints	Sum	5		
3.	Public Participation for WULA	Sum	5		
4.	Integrated Water and Waste Management Plan	Sum	5		
5.	Wetland Assessment and Report	Sum	5		
6.	Aquatic Assessment and Report	Sum	5		
7.	Hydrological and Geo hydrological Assessment and Report	Sum	5		
8.	Storm water Management Plans	Sum	5		
9.	Soil Assessment and Report	Sum	5		
10.	Geotechnical Assessment Report	Sum	5		
11.	IWULA and Technical Report	Sum	5		
12.	Adhoc site visits and assessments	No	10		
	A SUB TOTAL				
	B CONTINGENCY @ 10% OF SUBTOTAL A (this sum is solely under the control of the Employer)				
	C = TOTAL A+B				
C.S.D Reg No.			VAT @ 15% OF C		
GRAND TOTAL INCLUSIVE OF VAT					

Does the offer comply with the specification? If not, furnish details of deviation.	
STATE DELIVERY PERIOD: <i>Definite period/s must be stated e.g. 1 day, 1 week.</i>	
OFFICIAL COMPANY STAMP	Returnable Documents & Evaluation Criteria: 1. Certificate of Incorporation (CIPC Registration Certificate listing company directors/shareholders/owner/s) 2. Above R30 000, Tax Clearance, BEE Certificate/ EME affidavit & a CSD summary report not older than 30 days 3. The 80/20 preference points system will apply in line with threshold. And compliance to specification.
SIGNATURE OF TENDERER :	DATE:
FULL NAME & SURNAME:	

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

Price Declaration

Please indicate your total RFQ price in words below**(compulsory)**:

NB: It is mandatory to indicate your total RFQ price as requested above. This price must be the same as the total RFQ price you submit in your pricing schedule. Should the total RFQ prices differ, the one indicated above shall be considered the correct price.

The following must be noted:

- All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- All prices must be firm and fixed from the quotation closing date and for the duration of the contract
- All prices must have supplied according to the costing template provided, pricing breakdown schedules may be supplied as annexures to the quoted if deemed necessary.
- The cost of delivery, labour etc. must be included in the total quoted price.

8. BIDDER'S DISCLOSURE

(SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

(SBD 4)

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 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so

(SBD 4)

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

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

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM WILL BE APPLIED FOR THIS TRANSACTION

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

9. TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.2 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

9.3 Total number of years the company/firm has been in business:_____

9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES (Full Name & Signature)</p> <p>1. _____</p> <p>Signature: _____</p> <p>2. _____</p> <p>Signature: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	<p>Signatory: _____</p> <p>Tenderer's Signature: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
--	--

10. RFQ NUMBER: Q23/214AS(A) : Appointment of the Professional Service Providers to undertake the WULA and provide UW with the specialist studies as required by the regulator – i.e. Department of Water and sanitation (DWS)

CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate, the **Respondent** is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this **RFQ**. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, **Umgeni Water** will recognise no claim for relief based on an allegation that the **Respondent** overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

- | |
|---|
| 1 Umgeni Water's Standard Conditions of Tender* |
| 2 Umgeni Water's Terms and Conditions of Contract for the supply of Good/Services to Umgeni Water's |

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable.

The Tenderer accepts that an obligation rests on them to obtain clarity relating to any uncertainties regarding any quote, which they intend to respond on, before submitting an offer. The Tenderer agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

NAME: _____ DESIGNATION: _____

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.

http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached quotation documents to **Umgeni Water** in accordance with the requirements and task directives / proposals /specifications stipulated in Quote Number_____ at the price/s quoted. The offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the Quote .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to quote;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Umgeni Water's Standard Conditions of Tender;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the quotation documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

Signature: _____

Date: _____

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as _____
accept your quote under reference number _____ dated _____ for rendering of services
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the
contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____ / _____ / _____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

WITNESSES (Full Name & Signature)	
1.	_____
	Signature: _____
2.	_____
	Signature: _____
	Date: _____