


FOR INFORMATION USE ONLY

	<b>REQUEST FOR QUOTATION</b>		Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	<b>RFQ No: Q23/278/ZG</b>		

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

<b>Advert Date:</b>	16 November 2022		
<b>RFQ Ref Number:</b>	RFQ no: Q23/278/ZG		
<b>Description Of Goods/Services:</b>	Cleaning and Hygiene Services for Lidgetton WW Office		
<b>Closing/Due Date:</b>	24 November 2022	<b>Closing Time:</b>	15h00
<b>Compulsory Briefing / Clarification meeting:</b>	Umgeni Water Head Office		
<b>SCM Procedure Enquiries may be directed to:</b>	Zamah Gasa Tel No. 033 341 1075 Email Address <a href="mailto:zamah.gasa@umgeni.co.za">zamah.gasa@umgeni.co.za</a>		
<b>Submissions:</b>	By email to: <a href="mailto:scmquotes@umgeni.co.za">scmquotes@umgeni.co.za</a> <b>NB: use <u>Q23/278/ZG</u> as email subject</b>		
<b>Technical Enquiries: (PM – Details )</b>	Morapama Dlamini Email: <a href="mailto:Morapama.dlamini@umgeni.co.za">Morapama.dlamini@umgeni.co.za</a> Tel : 033 386 1823		

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#### Tip-Offs Anonymous Hotline:

Report unethical conduct at Umgeni Water on:

Toll Free Number: 0800 864 463

Email: [umgeniwater@whistleblowing.co.za](mailto:umgeniwater@whistleblowing.co.za)

Toll Free Fax: 0800 212 689

Postal: Freepost KZN665, Musgrave, 4062

SMS: 33490

Online: [www.whistleblowing.co.za](http://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).**

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### Information about the Tenderer

RFQ Number	
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**

## 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. Suppliers must complete the attached **SBD 4** -Failure to complete 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](mailto: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*.	<b>Accept</b>	<b>Do not accept</b>

\*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](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 am 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.

## 7. 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 \_\_\_\_\_ 20\_\_\_\_ 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:**

## Evaluation/ Eligibility Criteria

**Pre- qualification Criteria: Only tenderers who reside within Umngeni Municipality areas will be legible to tender.**

**Only those tenderers who meet the pre-qualification criteria will then be evaluated further**

### Eligibility

Umngeni Water will only consider submissions from tenderers who satisfy the following 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;
- a) the Tenderer has completed and signed the Declaration of Interest 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;
- b) Provide a Valid BCCCI certificate obtained from Cleaning Bargaining Council.

### EVALUATION METHOD:

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

## 2. INSTRUCTION TO TENDERERS

	<b>Mandatory Requirement</b>	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	BCCCI Certificate		



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## SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:

To ensure there is provision of reliable general cleaning services of Lidgetton Waterworks sites as per the Bill of Quantities and in compliance with Umgeni Water requirements and applicable legislation.

The service provider must clean the Lidgetton Waterworks premises on a daily basis to provide a clean, healthy and hygienic office environment. Appropriate detergents and chemicals must be used on a daily basis to kill germs, viruses and bacteria

### 1. Employer's objectives

- To ensure reliable cleaning services
- To comply with all applicable legislation

### 2. Description of the services & Duration of the Services

Provision of cleaning services, in compliance with Umgeni Water requirements and applicable legislation .This shall be undertaken as per the Bill of Quantity.

The intended term of the contract will be for a period of Five(5) years.

### 3. Extent of the services

Extent of Services	Key Deliverables
Staff	<ul style="list-style-type: none"><li>• Provision of permanent and trained staff</li><li>• Provision of relief staff during absenteeism</li></ul>
Cleaning Services	<ul style="list-style-type: none"><li>• Cleaning as per requirements on cleaning schedule and Bill of Quantities</li></ul>
Deep Cleaning and Hygiene Services	<ul style="list-style-type: none"><li>• This service is to be subcontracted out to Competent service providers in the market</li></ul>
Waste Management	<ul style="list-style-type: none"><li>• Collecting of general waste</li><li>• On site waste separation</li><li>• onsite disposal</li></ul>
Ad-hoc/ other Services that can be outsourced	<ul style="list-style-type: none"><li>• Cleaning of high rise windows</li><li>• Additional cleaners when required</li><li>• Washing or dry cleaning of blinds</li><li>• Cleaning of upholstery</li></ul>

	<ul style="list-style-type: none"> <li>• Steam cleaning of carpets</li> <li>• Steam cleaning of upholstery</li> </ul>
<b>Health and Safety Requirements</b>	<ul style="list-style-type: none"> <li>• Provision of trained, competent staff including relief staff as identified in the Bill of Quantity</li> <li>• Supply of SABS approved personal protective equipment for all employees</li> <li>• Annual submission of safety documents as per Umgeni Water requirement</li> <li>• Renewal of Letter of Good standing</li> <li>• Submission of monthly service report</li> <li>• Daily cleaning checklists in all areas</li> <li>• Submission of cleaning schedule</li> <li>• Annual medicals for all employees working on site (Lung function test, audiometric, medical fitness)</li> </ul>
<b>Applicable for use of Sub Contractors- Deep leaning and Hygiene Services</b>	<ul style="list-style-type: none"> <li>• Safety documents as per Umgeni Water requirement (some examples, annual medicals for employees, risk assessment, safe work procedures, training certificates, disposal certificates, , personal protective equipment</li> </ul>

#### 4. Task and Activities

#	Tasks and Activities
<b>1.</b>	<p><b>DUSTING AND CLEANING</b></p> <p>The under-mentioned should be dusted every day with a duster or a soft cloth (colour coded per area) which is recommended specifically for this purpose, and should be thoroughly cleaned and disinfected with the appropriate disinfecting chemicals daily:</p> <ul style="list-style-type: none"> <li>a) Contents of each room</li> <li>b) All surfaces and partitions</li> <li>c) All artwork and frames</li> <li>d) Wooden panels and partitions</li> <li>e) Stock items in storerooms should be dusted at least once a month and when requested by the site.</li> </ul>
<b>2.</b>	<p><b>BLINDS</b></p> <ul style="list-style-type: none"> <li>a) Dust blinds – once weekly.</li> <li>b) Clean and disinfect blinds – once monthly.</li> </ul>

3.	<b>DOORS</b> <ul style="list-style-type: none"> <li>a) Remove all dirty spots on wooden and aluminium doors – daily.</li> <li>b) Polish doorknobs with an approved metal polish where applicable – once weekly.</li> <li>c) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – once weekly or on request.</li> </ul>
4.	<b>OUTDOORS CONCRETE SURFACES AND PAVING (<i>marble, ceramics, Terrace, tiles etc.</i>)</b> <ul style="list-style-type: none"> <li>a) Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily.</li> <li>b) Pick up all rubbish on paving – daily.</li> <li>c) Sweep paving with a hard broom – daily.</li> <li>d) Walkways should be washed and scrubbed with soap and water - once weekly</li> </ul>
5.	<b>RUBBISH REMOVAL</b> <ul style="list-style-type: none"> <li>a) Empty all waste bins in office, kitchen, bathrooms and general areas daily.</li> <li>b) All rubbish bins should be washed with an approved disinfectant.</li> <li>c) Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary.</li> <li>d) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily.</li> <li>e) Empty and wash all large bins outside conference rooms – three times a day or more, depending on activities.</li> <li>f) The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose.</li> <li>g) Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged.</li> </ul>
6.	<b>KITCHENS</b> <ul style="list-style-type: none"> <li>a) Kitchen floors to be washed and disinfected – daily and checked and cleaned/disinfected at least 3 times daily</li> <li>b) Counter tops to be washed and disinfected – daily</li> <li>c) Cupboards to be cleaned and washed inside once weekly to avoid infestation.</li> </ul>
7.	<b>INSIDE WALLS</b>

<b>8.</b>	<b>STAIRS</b> <ul style="list-style-type: none"> <li>a) Wipe banisters/rails with a damp cloth and disinfect – daily.</li> <li>b) Use polish on wooden banisters that will not scratch the surface, as required – once monthly</li> </ul>
<b>9.</b>	<b>FLOORS</b> <ul style="list-style-type: none"> <li>a) Clean all floors in order to maintain a high gloss – daily.</li> </ul>
<b>10.</b>	<b>CARPETS (wall-to-wall and loose)</b> <ul style="list-style-type: none"> <li>a) Vacuum work area carpets – every Monday, Wednesday and Friday.</li> <li>b) Vacuum high traffic area carpets such as passages, meeting rooms, training rooms – daily.</li> <li>c) Clean spots or stains on a daily basis and when requested. There should be guarded against the use of cleaning agents that could damage or discolour</li> </ul>
<b>11.</b>	<b>OUTDOORS CONCRETE SURFACES AND PAVING (<i>marble, ceramics, Terrace, tiles etc. if applicable</i> )</b> <ul style="list-style-type: none"> <li>a) Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed.</li> <li>b) Pick up all rubbish on paving.</li> </ul>
<b>12.</b>	<b>KITCHENS</b> <ul style="list-style-type: none"> <li>a) Kitchen floors to be washed and disinfected – daily and checked and cleaned/disinfected at least 3 times daily.</li> <li>b) Counters tops to be washed and disinfected</li> </ul>

<b>13. BATHROOMS</b>	<p>a) Bathroom floors to be washed and disinfected daily and checked hourly, and kept clean at all times.</p> <p>b) Counter tops to be washed and disinfected daily, checked hourly and kept clean at all times.</p> <p>c) Toilet pans, covers, urinals, basins, towel rails and taps are to be cleaned with approved disinfectant – daily, checked hourly and kept clean at all times,</p> <p>d) An approved agent should be put in toilet pans to prevent deposits forming – once weekly.</p> <p>e) Showers should be disinfected with an approved disinfectant daily, checked hourly and kept clean at all times.</p> <p>f) All mirrors should be cleaned and polished daily, checked hourly and kept clean at all times.</p>
<b>14. WINDOWS</b>	<p>Windows must be washed and disinfected inside once a month and when necessary. The cleaning company must provide own safety harness when cleaning windows.</p>
<b>15. OTHER</b>	<p>High traffic areas such as receptions, foyers, lobby, lifts and hallways must be prioritized, kept clean at all times and checked/cleaned and disinfected at least 3 times per day.</p> <p>All office areas must be disinfected/sprayed using the appropriate aerosol disinfectant spray to combat airborne germs, viruses and bacteria, daily and as and when requested.</p>

a) **1.1 Cleaning Details**

	<b>Work Area</b>	<b>Number of rooms</b>
<b>Total square meters = 39 m<sup>2</sup> (to be measured and confirmed by Service Providers onsite inspection)</b>		
1.	Reception	0
2.	Foyer	0
3.	Offices	2
4.	Store rooms	0
5.	Training rooms	0

6.	Class rooms	0
7.	Kitchen	1
8.	Canteen	0
9.	Toilets	2
10.	Stairways	0
11.	Entrances	0
12.	Outside all entrances	0
13.	Smoking areas	0
14.	Parking areas	0
16.	Resource Room	0
17.	Passages	0

b)

Item No	Activity	Frequency	Number of areas
1	Sweep all floors	Daily	3
2	Vacuum carpets	Daily	0
3	Dust all surfaces	Daily	3
4	Mop floors	Daily	3
5	Spot clean soiled carpets	Daily	0
6	Waste removal and waste separation	Daily	1
7	Replenishment of soap	Daily	2
8	Replenishment of Toilet Paper Rolls	Daily	1
9	Damp wipe pot plant holders	Daily	0
10	Entrance mats dusted/ vacuum	Daily	3
11	Doors, frames, handles (with appropriate chemical cleaner or polish)	Daily	3
12	Damp wipe , dust and disinfect desks, cabinets, counters, telephones window sills, Fax machines, 5photocopier machines, computers, printers (excluding key boards), dusting of picture frames	Daily	3

Item No	Activity	Frequency	Number of areas
13	Clean and wash dishes	Daily	2
14	Clean outside fridge	Daily	1
15	Vacuum all upholstered furniture	Daily	0
16	Spot cleaning of inside walls	Daily	1
17	Making and serving of tea	0	0
18	Making and refilling of water and juices	Daily	1
19	Setting up of meeting rooms	Daily	0
20	Washing of crockery after meetings	Daily	0
21	Clean ashtrays in smoking areas	Daily	0
22	Sweep car park area in front , behind and side main building	Daily	0
23	Sweep and mop class room and walkway	Daily	0
24	Clean Kitchen appliances including microwaves	2x per day	1

## 5. Use of reasonable skill and care

The provision of trained staff for general cleaning services and the handling of chemical substances. The training of all staff shall be completed as per the agreed dates by Umgeni Water.

## 6. Co-operation with other services providers

If there is a need for meetings or interaction with other institutions, the service provider is expected to act professionally and requests are to be done via Umgeni Water.

## 7. Brief

### 7.1 General Service Conditions

#### 1. SECURITY IDENTIFICATION

The contractor must supply each employee with a photo identification card. The card must have the following information:

- a. The name of the firm (Contractor)



- b. Name of the employee
- c. Identity number of the employee
- d. Signature of the employee

The card must be worn to be visible at all times whilst on the premises. The contractor must have sufficient control over the permits to prevent any unauthorized use thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.

## **2. FIRE EXTINGUISHERS**

The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the services.

## **3. WARNING SIGNS**

Clearly readable warning notices or signs shall be exhibited where needed, where the rendering of the cleaning services may cause injuries to any person(s).

## **4. INFLAMMABLE AND POISONOUS SUBSTANCES**

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of Umgeni Water for the rendering of the services or any other purposes.

## **5. DAMAGE COMPENSATION**

The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by Umgeni Water against the contractor.

## **6. COMPLIANCE WITH ACTS AND REGULATIONS**

The contractor must comply with all the acts and regulations applicable to cleaning services.

## **7. TRAINING**

Cleaning staff needs to be trained in every aspect relating to the handling of all equipment that they use about this contract. The employer will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by one of their "on site" staff members.

## 8. ABSENTEEISM

Should a staff member not be present at work a replacement is required on or before 10H00 same day.

## 9. GENERAL REQUIREMENTS

Tasks not specified in this document will be identified and mutually agreed between the Service Provider and Umgeni Water.

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- All document deliverables must be in formats (hard copy and electronic) i.e. industry accepted standards (e.g., MS Word, MS Excel).
- A compulsory site inspection meeting will be held at the Umgeni Water offices as specified on the Umgeni Water Request for Proposal (RFP) document to brief the Service Providers on the scope and extent of work.
- The Employer will be entering into a provision of Cleaning services, contract for a term of 5 years based on performance.
- Employees to wear uniforms and personal protective equipment as per site requirement for all cleaning
- Employees who wear unsuitable uniforms and personal protective equipment are not permitted to work on site.
- Untrained employees will not be permitted to work on site.
- The relief staff must be brought onto site for site induction, and orientation, prior to providing relief duties.
- The Employer to inspect and audit the performance as and when required.
- Umgeni Water has a right to request the removal/replacement of any defective equipment in consultation with the service provider.
- To report all maintenance problems to the Site management as specified in the site-specific scopes of work.
- To ensure that all Umgeni Water sites are kept clean and hygienic at all times.
- To provide safety data sheets to the **Site Representative** for all chemicals kept on site. The safety data sheets to comply with the requirements of the hazardous chemical substance regulation of the OHS Act 85 of 1993.
- Accidents/Incidents to be reported immediately to site.

- In addition to any statutory obligations, the successful supplier shall report all accidents/incidents to the site management before the end of shift regardless of the extent of damage to property or injury to an employee.
- If required by the site management, a detailed written report of the incident may be required. The site management has the right to investigate the cause and results of any incident regardless of the location. \

#### 9. Cleaning - Equipment/ Consumables/ Detergents/ Personal Protective Equipment List

The service provider will be required to use environmentally friendly cleaning equipment, materials and chemicals, in line with the Green Building Council of South Africa (GBCSA). All equipment needs to be of an acceptable quality standard (SABS approved). An acceptable quality standard would be equipment of a brand name that is recognized within the cleaning and facilities management industry as being durable in construction and reliable in service.

**We require proper cleaning cloths for various areas in colour codes as follows:**

- c) **Red** for bathroom & Toilets purposes;
- d) **Green**- Shower Floors and Walls
- b) **Blue** for the general areas, office areas and workstations
- c) **Yellow** for the kitchens

Sufficient and separate gloves, cloths and buckets should be provided for the cleaning of the bathrooms, kitchens and general areas. Umgeni Water will inspect the condition of the cleaning equipment that is needed (before the contract starts):

**The bidder must supply the necessary environmentally friendly cleaning chemicals and consumables, including the following (to be specified in the tender pricing schedule):**

- Cleaning soaps, bleach or Domestos, Multipurpose Cleaner, Handy Andy, furniture polish, tile cleaning detergents, glass cleaning detergents, toilet bowl cleaning chemicals, basin cleaning chemicals, or other surfaces cleaning detergents.
- Disinfecting and sanitizing chemicals and detergents (70% to 90% alcohol)

Equipment list as per below but not limited to:

Equipment/ Consumables/ Detergents List (Equipment list as per below but not limited to:	<ul style="list-style-type: none"> <li>• Dishwashing liquid</li> <li>• All-purpose cleaning detergent</li> <li>• Germ gel</li> <li>• Rosy</li> <li>• Deo blocks</li> <li>• Floor stripper</li> <li>• Floor polish</li> <li>• Carpet shampoos</li> <li>• Handy handy</li> <li>• Furniture polish</li> <li>• Lint free dusters</li> <li>• Dish swabs</li> <li>• Buffing pads and brushes</li> </ul>
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	<ul style="list-style-type: none"> <li>• Refuse bags</li> <li>• Dishwashing scourers</li> <li>• Dish cloths</li> <li>• Different colour Buckets</li> <li>• Safety signs</li> <li>• Extension ladders</li> <li>• Extension cord</li> <li>• Wet and Dry vacuum cleaner</li> <li>• Long and short feather duster</li> <li>• Long and short window squeegees</li> <li>• Light and heavy brooms</li> <li>• Mops</li> <li>• Detergent baskets</li> <li>• Industrial mop trolleys</li> <li>• Sweeper mops</li> <li>• Toilet brush and holders</li> <li>• Dust pan and hand brush</li> <li>• Industrial polisher/ shiner</li> </ul>
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### **Access to land / buildings / sites**

Compulsory SHEQ site inductions will be conducted prior to commencement of the contract. All cleaning staff to adhere to Umgeni Water's security and access control procedures. A week's notification is required for SHEQ inductions to be conducted

### **Site working hours**

Working Day Monday – Friday: 07h00 – 16h00

### **Format of communications**

- Communications will be conducted telephonically, via e-mails, reports and meetings.
- All checklists to be signed off by the employer on a monthly basis.
- A cleaning schedule as per site-specific requirement to be compiled.
- A monthly report as per site specific requirement to be compiled

Refer to report format below:

<b>CLEANING, HEALTH AND HYGIENE SERVICES MONTHLY REPORT</b>
<b>Site Name:</b>

<b>1. Observations</b> <ul style="list-style-type: none"> <li>▪ Condition of premises</li> <li>▪ Condition of employer equipment</li> <li>▪ Condition of storage areas</li> <li>▪ Incidents</li> <li>▪ Adequacy , sufficiency and usage of cleaning material provided by the employer</li> </ul>
<b>2. Staff</b> <ul style="list-style-type: none"> <li>▪ Staff complement</li> <li>▪ Staff attendance registers</li> <li>▪ Training</li> <li>▪ Relief</li> <li>▪ Condition of uniforms and Personal Protective Equipment</li> <li>▪ Man-hours worked for the month</li> </ul>
<b>3. Site inspections</b> <ul style="list-style-type: none"> <li>▪ Submission of Monthly inspection checklists</li> <li>▪ Recommendations</li> <li>▪ Changes to cleaning schedule</li> <li>▪ Submission of daily ablution hygiene checklists</li> </ul>
<b>4. Feedback of Customer complaints</b>
<b>5. Incidents/ Accidents</b>

### Key personnel

The service provider must supply Umgeni Water representative with the names and contact details of responsible management and supervisors. The appointed service provider is to ascertain that it has the qualified key personnel to undertake the required work.

Worksite	No. of Cleaners	Working hours	Day of Work
Lidgetton WW	1	07h30 – 16h00	Monday, Wed Friday, excluding Public Holidays

### Management meetings

- Quarterly meetings to be held with site management.
- A minimum of 1 site inspections to be conducted per month
- If there is a crisis or unresolved issues , either party can request for additional meetings

### **Property provided for the Service provider's use**

- Chemical, material and equipment storage area will be provided on sites.
- Good housekeeping to be maintained in all storage areas at all times.
- Other reasonable use of site property/ facility will be discussed with site management.

### **General Safety**

- In compliance with Occupational health and Safety Act 85 of 1993, the service provider shall conduct annual audiometric, lung function and general medical screenings for its entire staff working within Umgeni Water sites as per Bill of Quantities. Documented evidence of such screening must be provided. The cost of the requested medicals should be included in the tender price.
- Where anomalies are found, monitoring programme for employees needs be implemented to manage the health risk.
- Basic training as per the Bill of Quantities must be complied with and training certificates to be submitted
- The service provider must operate in accordance with the requirements of the appropriate laws with specific attention being drawn to the OHS Act, COIDA Act, NEMA, Waste management Act, and must ensure that they comply with the above Acts and Regulations.
- Caution boards must be displayed for safety reasons
- Suitable and adequate personal Protective Equipment and uniforms must be issued to each employee both permanent and relief in accordance with requirements of each particular site e.g. safety shoes must be worn on all sites, and in compliance with the OHS Act.
- Both permanent and relief employees must be provided with uniforms to cater for all weather conditions and be presentable at all times.
- Service Provider to maintain records of issue of protective equipment as well as training on safe and correct use.
- Uniforms and personal protective equipment must be inspected by the Supervisor Monthly and records must be maintained.
- Defective uniforms and personal protective equipment are to be replaced immediately.
- Where applicable, table below identifies personal protective equipment requirements, which must be SABS approved at all times for the duration of contract.

### **NB**

- Sharing of Personal Protective Equipment is not permitted for health and hygiene reason
- Equipment to be used must comply with the rules and regulations of Occupational Health and Safety Act (Act 85 of 1993)

- To provide updated SDS of chemicals used on site as outlined by the Hazardous Chemical Substances Regulations under the OHS Act.(16 point format)
- To ensure that all chemical containers supplied are labelled properly stored and locked away in a designated storage area.
- To provide drip trays for decanting of chemicals, where applicable
- Where a ladder is used, make sure a second person is available to secure the ladder for the duration of the task. The cleaners must be trained in the use of ladders
- Routine servicing and provision of service records for all electrical cleaning equipment required.
- All staff both permanent and relief staff to undergo site specific induction prior to commencement of work
- Valid Letter of good standing to be forwarded to each site before expiry date.
- Any Section 24 incidents of the OHS Act, which involves cleaning staff, must be reported to Department of Labour.
- A contractor's SHE file to be submitted 7 days after award of tender.

In addition to the uniform, the cleaning service provider must supply the following personal protective equipment (PPE) to its staff, to carry out cleaning and disinfection services:

Table below identifies site personal protective equipment requirements that must be SABS approved, but not limited to the following: Uniform , Safety Shoes, Gumboots, hard hat, Full length PVC Apron, Ear Protection, Mask for dust, Sun hats, Safety Glasses etc.

## **Goods/ Services/ Equipment details**

### **SPECIAL CONDITIONS**

Example;

- The service providers may be required to make presentations, provide further information or clarification to the evaluation committee.
- All IT personnel must have a preliminary security clearance conducted by the service provider and at the service provider's cost. etc.

### **PRICING:**

- The tenderer's price must be fully inclusive and each item must be clearly specified.
- All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- All prices must be VAT inclusive.
- The tenderer's is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

## Pricing Schedule – Bill of Quantities

### 1.1 LIDGETTON WW – DEEP CLEANING

Item No	Work Area	No of toilets/ ablutions/ kitchen	Frequency	Price per month per each	Total price for 12 months
1	Toilets	2	Monthly		
2	Kitchen sinks	1	Monthly		
3	Basins	2	Monthly		
4	Shower	1	Monthly		
5	Urinals	0	Monthly		
	<b>Total carried to 03</b>				

### 1.2 LIDGETTON WW – PROVISION AND SERVICING OF HYGIENE EQUIPMENT

Item No	Work Area	No of Units Required	Frequency of Service	Price per month	Total price for 12 months
1	Refillable liquid soap dispenser with bottle	1	Monthly		
2	Auto cut paper dispenser	1	Monthly		
3	Automatic toilet sanitizers	1	Monthly		
4	Digital microbust air freshener	1	Monthly		
5	Foot pedal Sanitary bins	1	Fortnightly		
6	Eco wipe dispenser(refills-100(pack)	1	Fortnightly		
7	Toilet Roll Dispensers- TRD3	1	Monthly		
8	Mounted wall bins	1	Monthly		
	<b>Total carried to 04</b>				



**TOTAL PRICING SCHEDULE SUMMARY FOR MPOFANA WWW, OFFICE CLEANING, DEEP CLEANING, HYGIENE SERVICES AND PROVISION & SERVICING OF HYGIENE EQUIPMENT**

TENDERER'S NAME AND ADDRESS		DETAILS OF PURCHASING OFFICE				
COMPANY NAME:		<b>UMGENI WATER (HEAD OFFICE)</b> Supply Chain Management Unit 310 Burger Street Pietermaritzburg, 3201 Enquiries: Tel no.: Email:				
ADDRESS:						
COMPANY REG. NUMBER:						
CONTACT NO.						
CONTACT PERSON						
REFERENCE (REQ NO.)		CLOSING DATE & TIME		VALIDITY PERIOD:	90	DAYS
Q23/245/ZG		24 NOVEMBER 2022				

Item No.	Material / Description of item	Unit Measure	Unit Price Excl.	Amount per Item per 12 months (excl VAT)
01	Cost of Required Cleaner:	Monthly		
02	Cost of Required Consumables: (including cleaning consumables, cleaning equipment, personal protective equipment)	Monthly		
03	Deep cleaning and Hygiene Services:	Monthly		
04	Provision and Servicing of Hygiene Equipment:	Monthly		
SUB TOTAL FOR ALL ITEMS EXCLUDING VAT				
VAT @ 15%				
GRAND TOTAL INCLUSIVE OF VAT				

ADHOC SERVICES	Cost of Adhoc services
Provision for Health and Safety File	R 10 000
Provision for Trainings	R 15 000
Adhoc Services	R 50 000

### 3.1 Price Declaration

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

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**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.

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## DECLARATION OF INTEREST (SBD 4)

### 1. BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
.....

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

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

## 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

FOR INFORMATION USE ONLY

## 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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 least 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		
<b>OR</b>		
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.

WITNESSES (Full Name & Signature)	Signatory:
1. _____ Signature: _____	_____ Tenderer's Signature: _____
2. _____ Signature: _____	Address: _____ _____ _____
_____ Date	_____ Date

*(To be used If/When Applicable to purchase)*

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF QUOTE NO. .... ISSUED BY: UMGENI WATER**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

NAME (PRINT) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_

RFQ Number: \_\_\_\_\_ FOR THE SUPPLY/PROVISION OF

**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](http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

FOR INFORMATION USE ONLY

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/building/institution involved: **UMGENI WATER**

**QUOTE No: Q23/278/ZG**

**Description:** Cleaning and Hygiene Services for Lidgetton WW Office

### COMPULSORY BRIEFING SESSION/CLARIFICATION MEETING

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ATTENDED THE COMPULSORY BRIEFING SESSION AT **UMGENI WATER** AS FOLLOWS:

**TIME:** 11h00  
**DATE:** 22 November 2022  
**VENUE:** Umgeni Water Head Office

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

\_\_\_\_\_  
**TENDERER'S SIGNATURE /REPRESENTATIVE**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**UMGENI WATER SCM REPRESENTATIVE**  
(PRINT NAME)

\_\_\_\_\_  
**SIGNATURE**



## 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: \_\_\_\_\_

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**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
------------------------

<b>WITNESSES (Full Name &amp; Signature)</b>	
1.	_____
	Signature: _____
2.	_____
	Signature: _____
	Date: _____