



REQUEST FOR QUOTATION

RFQ Number: [Q24/459NM]

Form No: UW-RFQ-2
Version No: 3/2023
Effective Date: Jul 2023

Description	Provision Midmar Scales Verification & Calibration Service.
Advert Date	16/04/2024
Closing Date and Time	19/04/2024 at 15:00 Urgent
Non Compulsory Briefing Session	<i>Site viewing</i> <i>contact :Snenhlanhla Mkhize</i>
SCM Enquiries	<i>Nokwanda. Mboyi</i> Tel: 033 846 1818 Email: <i>Nokwanda.mboyi@umgeni.co.za</i>
Technical Enquiries	Snenhlanhla Mkhize Tel: 073 506 8235 Email: <i>Snenhlanhla.mkhize@umgeni.co.za</i>
Contents of RFQ	<ol style="list-style-type: none">1. Invitation to quote2. Bidders information3. Terms and Conditions4. Undertaking by Bidder5. Terms of Reference/RFQ specifications6. Price Schedule7. Authority to Sign8. Bidders disclosure [SBD 4]9. Preference points claim form (SBD 6.1)10. Contract Form [SBD 7.1 or SBD 7.2]

Quotation Submission:	Tip-Offs Anonymous Hotline:
<p>All completed RFQ must be email to : scmquotes@umgeni.co.za using Quote number as the email subject</p>	<p>Report unethical conduct at uMngeni-uThukela Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za</p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p>



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BIDDERS INFORMATION

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

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

Name of Representative
(Duly Authorised)

Signature

Date

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	RFQ Number: [Q24/459NM]	

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Any alteration made by the bidder must be initialled.
2. Use of correcting fluid is prohibited
3. Bidders must be registered on the National Treasury's Central Suppliers Database.
4. Tenderers are required to submit a valid Tax clearance verification PIN or CSD MAAA number
5. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
6. The applicable preference point system for this tender is the 80/20 preference point system, Failure on the part of a tenderer to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder. Kindly refer to SBD 6.1 form for additional information.
7. Suppliers must complete the attached SBD 4 – Bidders disclosure, failure to complete these documents may result in the quotation being invalidated.
8. Quotations must be in accordance and comply with the terms of reference/specifications provided, unless otherwise stipulated.
9. The official uMngeni-Uthukela Water quotation form must be used to quote the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
10. 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.
11. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
12. This document may contain confidential information that is the property of uMngeni-uThukela Water.
13. 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 uMngeni-uThukela Water and the Bidder.
14. All Copyright and Intellectual Property herein vests with uMngeni-uThukela Water and its Bidder.
15. Responses to this RFQ 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*).
16. It is the responsibility of the bidder to ensure that its response reaches uMngeni-uThukela Water on or before the closing date and time of the RFQ. Late and incomplete submissions will not be accepted.
17. No services must be rendered or goods delivered before an official uMngeni-uThukela Water Purchase Order form has been received.
18. **uMngeni-uThukela Water reserves the right to appoint more than one supplier/service provider and or to award the quote as whole or in part.**
19. A full copy of General Conditions of Contract (GCC) are available on the National Treasury website (<https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/general%20conditions%20of%20contract.pdf>)

UNDERTAKING BY BIDDER

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 uMngeni-uThukela 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 uMngeni-uThukela 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, uMngeni-uThukela 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. uMngeni-uThukela 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 uMngeni-uThukela Water and I/us. I/we will then pay to uMngeni-uThukela 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. uMngeni-uThukela 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 uMngeni-uThukela 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.



REQUEST FOR QUOTATION

RFQ Number: [Q24/459NM]

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Version No: 3/2023
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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. **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 uMngeni-uThukela Water, if requested to do so.
 - (2) If the information supplied is found to be incorrect and/or false then uMngeni-uThukela Water, in addition to any remedies it may have, may:
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by uMngeni-uThukela Water as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which uMngeni-uThukela Water may suffer by having to make less favourable arrangements after such cancellation.

Name of Representative
(Duly Authorised)

Signature

Date

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SPECIFICATIONS OF GOODS REQUIRED

1. Background

uMngeni-uThukela Water Midmar Scales Verification & Calibration Service.

2. Description of goods/ services required

- Visual inspection of the two scales.
- Technical verification as well as the calibration of the two scales.
- Issuing of report of verification results and the verification reports

MIDMAR WATER WORKS WEIGHT SCALES TECHNICAL SPECIFICATIONS

3.1. Weight Scales Technical Information:		
MIDMAR WATER WORKS SCALES		
1). MIDMAR MAIN ENTRANCE WEIGHT BRIDGE	2). MIDMAR CHLORINE ROOM WEIGHT SCALE	
MAKE	KLERK	KLERK
CAPACITY	70 000 kg	60 000 kg
SERIAL No.	990	1513
MODEL	K120	K120
DIVISION SIZE	50 kg	20 kg
SA APPROVAL No.	12291/0	12291/0

3. TECHNICAL SPECIFICATIONS

4. WORK INSTRUCTIONS

The work instructions shall entail (but not necessarily be limited to);

- Perform visual inspection on the scale and report any observed anomalies;
- Carry out the stipulated technical verifications, (Tolerance / Error; Eccentric / Repeatability; Accuracy Test) and calibration as per requirement.
- Upon successful completion of the above, the Contractor shall issue uMngeni –uThukela Water with the relevant verification results report and the verification / calibration certificates.

5. SHEQ

5.1 Security

- 5.1.1 The Contractor shall ensure that all tools and materials are kept under lock and key.
- 5.1.2 UMngeni – uThukela Water is not responsible for the loss of the Contractor’s equipment as a result of any cause whatsoever.
- 5.1.3 UMngeni – uThukela Water reserves the right for security guards to search persons or vehicles entering or leaving the premises.

5.2 Permits

5.2.1 The Contractor shall not perform work for which the issuing of a permit is required prior to the obtaining of a duly completed and approved work permit. The following are included as hazardous tasks and may not be carried out by the Contractor unless a work permit has been duly authorized by uMngeni-uThukela Water:

- Cutting or welding in any risk area.

- Working at a height of more than two meters.
- Working with hazardous substances (e.g. toxic chemicals and flammable liquids).
- Working inside confined spaces (e.g. vessels, chambers and pipelines).
- Working in electrical lockouts installations.
- Breaking in any live water main.

5.3 Housekeeping

5.3.1 After the completion of the work, the Contractor must make good and clean up the site area where work was performed, and also at the completion of the maintenance work execution.

5.3.2 Sites must be kept reasonable tidy during work operations.

5.4 Alcohol or intoxicating Substances

The Contractor shall ensure that no alcohol or intoxicating substances are on their possession while on site. Anyone suspected to be intoxicated or under influence of Alcohol shall not be allowed on site.

5.5 Safety

5.5.1 UMngeni – uThukela Water has a strict attitude when it comes to personal safety of all on site. The Contractor is expected to provide a Health and Safety File to meet the minimum requirements of the Construction Regulations 2014.

5.5.2 The Health & Safety file must be submitted to the SHEQ co-ordinator prior to any work execution. The Contractor and sub-contractors have to attend a Compulsory Induction before starting the project.

5.5.3 Unsafe activities, equipment and procedures shall not be tolerated. It should be noted that if this work requires people to work in elevated positions and confined areas, compliance to the OHS Act is mandatory. The Contractor will be required to submit together with the quotation a schedule of all his activities and as to how he intends to carry them, to the UMngeni – uThukela Water Maintenance Foreman and Safety Officer for approval.

5.6 Safety file index

5.6.1 Organogram (Site Structure)

5.6.2 Section 37 (signed by uMngeni – uThukela Water representative as well as the contractor) (To be provided by uMngeni – uThukela Water)

5.6.3 Rules for contractors on site (signed by contractor supervisor) (To be provided by uMngeni – uThukela Water)

5.6.4 Appointments (As well as proof of training)

5.6.5 Medical fitness test certificated with copies of IDs

5.6.6 Letter of good standing with Labour Department

5.6.7 COID

5.6.8 Company safety Policy

5.6.9 Method Statements

5.6.10 Risk assessments

5.6.11 Safe working Procedures / SHE Plan (to include confined space as well as a fall protection plan if work is to be done at heights exceeding 1.5M)

5.6.12 Equipment certification (as per legislative requirements depending on the equipment to be used during the service as well as proof of training to operate equipment as may be required by legislation also depending on equipment / machinery used during the project)

5.6.13 Registers (PPE, Equipment Checklist, First aid box etc.)

5.6.14 Emergency Numbers

5.6.15 Environmental Management Plan (covering bad weather conditions as well)

Page 6 of 9

Umngeni-Uthukela Water Specification and Scope of Work Document.

5.7 Safety Induction

The qualifying contractor to make sure that all staff who will be working on this service must be Safety Inducted before the commencement of any work. This will include all sub- contractors' staff where applicable.

5.8 Safety Clothing and Equipment

The Contractor shall supply all the UMngeni – uThukela Water specified safety clothing and equipment for his workmen on site. The Contractor's workmen on site shall wear hard hats, safety glasses, safety shoes and overalls where applicable.

5.9 Accidents

5.9.1 In addition to any statutory obligations, the Contractor shall immediately report to the Maintenance Foreman every occurrence causing damage to property or injury to persons.

5.9.2 If required by the Employer, the Contractor shall submit a further report in writing to the Employer within 48 hours of such requirement setting out full details of the occurrence.

5.9.3 The Contractor shall report those injuries that are reportable in terms of Section 24 of the OHS Act (1993) to the Department of Labour.

5.9.4 The Employer shall have the right to make any queries either on the Site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Employer the necessary facilities for carrying out such enquiries.

6. SITE INFORMATION

6.1 Midmar Water Treatment Plant: Situated in Howick, which is approximately 25 Km from the Pietermaritzburg City Centre and the site is approximately 3 Km from the Howick City Centre; Coordinates {UUW Head Office – Mills Falls Pump Station Lat: -29.499686 Long: 30.217777}

7. GENERAL

7.1 Various standard and project specifications refer to equipment being equivalent to a certain brand article. This should be read as equipment that would normally meet the requirements of the UMngeni – uThukela Water Maintenance Engineer, but as brand articles are always subject to changes by the manufacturers, it remains the Tenderer's responsibility to ensure that such brand article will also meet the performance and other technical requirements of the equipment to be serviced.

7.2 Such requirements shall be read as being in addition to that which the brand article can provide. If the brand article cannot be offered by the Supplier, to meet such requirements, then the Tenderer must allow for the adjustment of the brand article to comply with such requirements.

7.3 In preparing the installation and fitting work, the uMngeni – uThukela Water Maintenance Engineer will have contact with Suppliers of equipment, to allow for such normal requirements with regard to equipment size, access for installation, access for maintenance, mass, electrical supply, safety precautions, etc., that Suppliers might have, in order to ensure proper installation and future safety and optimum operation of such equipment.

7.4 As the final selection of spares / equipment is, however, in the hands of the successful Tenderer, and the contract for the supply of the spares / equipment, is between the Umngeni-Uthukela Water Specification and Scope of Work Document.

Contractor and the Supplier, it shall be the Contractor's responsibility to ensure that the spares / equipment ordered will be suitable for the Alfa Laval Compressor machines in which it will be installed and that other influences shall not interfere with the safe, and optimum future operation of the equipment.

7.5 Particular attention must be given to the aspects of easy accessibility for maintenance and adjustment and specific safety requirements of particular suppliers.

Preference will be given to spares / equipment and materials of local manufacture where such equipment and materials meet with the requirements of the standard and project specifications.

7.6. Tenderers shall only offer spares / equipment and materials of a well-known recognised make, unless prior approval has been obtained from the uMngeni-uThukela Water Maintenance Engineer.

7.7. Installation fit is an engineering function and not a system design function.

7.8 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.9 No claims for additional payment on the grounds of insufficient and or inaccurate information will be entered.

7.10 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.11 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.12 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

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7.15 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.16 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.17 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.

7.18 No claims for additional payment on the grounds of insufficient and or inaccurate information will be entertained.

7.19 The Contractor shall nominate the “responsible person” who shall be responsible for the service execution work.

7.20 The Contractor shall study the documentation supplied and comment on the bill of materials. All travelling and subsistence costs involved in execution of this work shall be included in the price.

7.21 This is firm and fixed price contract and the Contractor to bear in mind that no additional work will be paid for unless it is at the request of Umgeni Water.

7.22 All people working on site shall not use water from the channel or from the tap which has a warning sign on it. Usage of this un-sanitised water will result to exposure to severe diseases. The Contractor’s obligations under the Contract comprise the provision of all labour, materials, transport and supervision for the supply, delivery, servicing of an Alfa Laval Compressor machine for Midmar Water Treatment Plant.

7.23 The UMngeni – uThukela Water Rules for Contractors on Site guided by, SHE Guideline 5- 43-1 Rules for Contractors on Site shall apply and a copy of this document will be attached.

7.24 Note: The above general specifications shall form part of the contract document.

7.25 The Tenderer is required to submit a ‘bona fide’ Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and

will not at any time before the hour and date for the lodgement of this Tender do any of the following acts:

7.26 Communicate to any person the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.

Enter into any agreement or arrangement with any third party that we shall refrain from submitting a Tender or regarding the amount of any Tender to be submitted.

Offer, pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the Works any act or deed of the sort described above; and

Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act, or contrary to the Harmful Business Practices Act 71 of 1988.

7.27 In the aforementioned context the word “person” includes any person or anybody or association, corporate or otherwise; and any “agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

7.28 The Contractor shall use suitably qualified and experienced rigging personnel for lifting and handling all items for this supply, delivery, servicing of an Alfa Laval Compressor machine.

7.29 The plant and rigging equipment used for the handling of this equipment shall be such that no components shall be damaged in the entire process. In the event any components get damaged, the contractor shall timeously replace it.

8. GUARANTEE

8.1 Contractor shall provide twelve-month guarantee for all equipment / components supplied in terms of the maintenance work execution.

8.2 The guarantee period shall commence upon handover of the successfully completed task.

9. REFERENCE DOCUMENTS AND STANDARDS

9.1 All work, procedures, materials and equipment shall be in accordance with the current editions of the relevant South African National Standards Codes.

9.2 All work carried out shall fully comply with the requirements of the current Occupational Safety Act.

9.3 The equipment detailed in this Specification shall be made in accordance with the current Occupational Health and Safety Act and Regulations.

9.4 The Contractor shall pay special attention to and abide by Umngeni Water’s rules for Contractors on site.

9.5 All reports shall be written in English language.

Umngeni-Uthukela Water Specification and Scope of Work Document.

9.6 All drawings, technical documents, manuals, plates and labels shall use the International System of Units (SI).

10. Contract term

The Contract will be for duration of once off

11. Pricing

- a) The bidder shall provide the price proposal as detailed in SBD 3.1
- b) The bidders’s price must be fully inclusive, and each item must be clearly specified.
- c) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- d) All prices must be VAT inclusive.

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

- e) The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

12. Evaluation Process

The RFQ will be evaluated using a two (02) stage evaluation approach:

12.1 First stage:

Mandatory Requirements
SBD 4 – Bidders disclosure

Administrative Requirements
Bidder completed all RFQ Forms
Bidder registered on National Treasury CSD
CIPC Registration cert.
BBBEEE Cert. /Sworn affidavit

12.2 Third Stage: Price and Preference goals

- Subsequent to the evaluation of mandatory/ administrative requirements, the second stage of evaluation of the bids will be in respect of price and preferential procurement only.
- Tenderer is tax compliant
- In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
 - Price; and (80) and Preference as defined in SBD 6.1 (20)
- The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
- Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20	Evidence to be provided
RDP	The entity must be registered in South Africa	20	CIPCRegistration certificate/Bidder registered on National Treasury CSD BBBEEECert. /Sworn affidavit
Total points for preferential goals		20	

- Failure on the part of a bidder to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.
- UW 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 UW.
- UW reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract where applicable UW reserves the right not to accept the lowest financial offer or any offer.



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PRICING SCHEDULE (BOQ) – FIRM PRICES

NOTE:

- a) Only firm prices will be accepted. Non-Firm prices (including prices subject to rates of exchange variations) will not be considered
- b) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

Name of bidder _____ RFQ number__Q24/459NM_____
Closing Time _____15H00_____ Closing date__19/04/2024_____

OFFER TO BE VALID FOR_____CALENDER DAYS FROM THE CLOSING DATE OF QUOTE.

BILL OF QUANTITIES - PRICE TABLE

ITEM No	DESCRIPTION	UNIT	QTY	AMOUNT R-C
1.	Verification and calibration of two Midmar Water Works Weight Scales.	2		
2.	Technical verifications, (Tolerance / Error; Eccentric / Repeatability; Accuracy Test) and calibration as per requirement.	2		
3.	Issuing of the relevant verification results report and the verification / calibration certificates.	2		
4.	Transportation - KM To Midmar	1		

PART	DESCRIPTION	AMOUNT R-C
A SUBTOTAL		
C SUBTOTAL (A + B)		
D VALUE ADDED TAX Add 15 % of Subtotal C		
TOTAL (C+D) CARRIED TO FORM, C1.1, FORM OF OFFER		



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AUTHORITY TO SIGN

RFQ NO: _____

Description: _____

Close Corporation / Company / Partnership / Trust /Sole proprietor or Sole trader

Company Name: _____

Registration Number: _____

Resolution Of The Directors Of The Company etc. resolved that _____, in his/her capacity as _____, is authorized to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for:

Any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business. Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.
(Sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

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	RFQ Number: [Q24/459NM]	

SBD 4 - 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 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:

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.

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted

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.



REQUEST FOR QUOTATION

RFQ Number: [Q24/459NM]

Form No: UW-RFQ-2
Version No: 3/2023
Effective Date: Jul 2023

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

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender <i>[select where applicable to this bid]</i>	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be registered in South Africa		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm _____

4.4. Company registration number:

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:



REQUEST FOR QUOTATION

RFQ Number: [Q24/459NM]

Form No: UW-RFQ-2
Version No: 3/2023
Effective Date: Jul 2023

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

SIGNATURE(S) OF TENDERER(S) _____

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

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 bidding documents to uMngeni-Uthukela Water in accordance with the requirements and task directives / proposals specifications stipulated in above mentioned RFQ Number at the price/s quoted. My 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 bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (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 bidding 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 bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF TENDERER _____

DATE _____

WITNESSES	
1.	_____
2.	_____
DATE:	_____

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: [Q24/459NM]	

CONTRACT FORM - RENDERING OF SERVICES (SBD 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I _____ in my capacity as _____ accept your quotation under reference number _____ dated _____ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- 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)	
CONTRACT TERM / COMPLETION DATE	
TOTAL PREFERENCE POINTS CLAIMED	
THE ENTITY MUST BE REGISTERED IN SOUTH AFRICA	

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

SIGNED AT _____

ON: _____

NAME (PRINT): _____

SIGNATURE: _____

OFFICIAL STAMP

WITNESSES

1. _____

2. _____

DATE: _____