

INVITATION TO QUOTE

RFQ Number	Q23/442/SM
Description	Supply and install Three (3) above ground fuel storage tanks with associated civil, mechanical and electrical works.
Advert date	03 July 2023
Closing Date and Time	14 July 2023 at 15:00
Contents of RFQ	1. Invitation to quote 2. Bidders information 3. Terms and Conditions 4. Undertaking by Bidder 5. Terms of Reference/RFQ specifications 6. Price Schedule [SBD 3.1] 7. Authority to Sign 8. Bidders disclosure [SBD 4] 9. Preference points claim form (SBD 6.1) 10. Briefing session certificate 11. Contract Form
Compulsory Briefing Session	Date: 06 July 2023, Time: 10h00 Venue: Mkondeni Regional Office, 07 Portland Road, Mkondeni
SCM Enquiries	Name: Sphamandla Mthembu Tel: 033 341 1325 Email: spha.mthembu@umgeni.co.za
Technical Enquiries	Name: Njabulo Kheswa Email: Njabulo.kheswa@umgeni.co.za

Submissions:	Tip-Offs Anonymous Hotline:
By email to : scmquotes@umgeni.co.za using Quote number (Q23/442/SM) as the email subject	Report unethical conduct at Umgeni Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freeport KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.</i>

BIDDERS INFORMATION

Name of Bidder	
Company Registration number	
VAT registration number	
Contact Person	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
Umgeni 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

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 Umgeni 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 Umgeni 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 Umgeni Water and the Bidder.
14. All Copyright and Intellectual Property herein vests with Umgeni 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 Umgeni 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 Umgeni Water Purchase Order form has been received.
18. 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 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. **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.

Name of Representative
(Duly Authorised)

Signature

Date

TERMS OF REFERENCE /SPECIFICATIONS OF GOODS REQUIRED

1. Background

- Umgeni Water intends to replace leaking underground diesel storage tanks with above ground storage tanks. Having on site diesel storage is essential to Umgeni Waters' operational requirements and ability to respond to failures and for generators when there is load shedding.

2. Description of goods/ services required

- The service provider is to provide above ground diesel and a petrol storage tanks at Umkondeni Workshop Stores and DV Harris Water Treatment Works.

20 000l at Umkondeni Workshop Stores Diesel Tank Dimensions	
Diameter	±1900 mm
Total Length	±7.7 m
Bund wall size	2.7 m wide X 8.5 m Length X 1 m high (Inside dimensions)

5 000l at DV Harris Water Treatment Works Diesel Tank Dimensions	
Diameter	±1600 mm
Total Length	±2.9 m
Bund wall size	2.4 m wide X 3.7 m Length X 1 m high (Inside dimensions)

5 000l at Mkondeni Workshop Stores Petrol Tank Dimensions	
Diameter	±1600 mm
Total Length	±2.9 m
Bund wall size	2.4 m wide X 3.7 m Length X 1 m high (Inside dimensions)

• Tanks colours: White/Silver

- Supply, Install and commissioning 20 000 and 2 no. of 5000 litre aboveground fuel tanks consisting of tank with cradles, access staircase with handrails, top 600 mm diameter access tank manhole and lifting lugs
- Tanks shall be fitted with valves, filters, accumulators, pump, nozzle and any other related mechanical/electrical components that are required for functionality
 - Fitted with retail nozzle
 - Dispensing nozzles to be fitted with venture mechanism for overfill protection
 - Top port for priming of pipes
 - Overfill alarm and protection
 - Anti-syphon foot valve
 - Dipping tubes for tank
 - Venting for tank
 - Pump must be able to pump 150 litres per minute
 - Automatic tank gauges
 - lockable outlet valve
 - remote filler point

- dip point and vents
- The contractor shall test and handover a fully functioning diesel and petrol storage and dispensing systems specified
 - Fuel management system with data logger with storage capacity of at least 30 gigabytes of flash memory, with USB connector for a laptop connection
- The contractor shall provide all test certificates related to SANS 10089-1
- The contractor shall provide a minimum warranty as follows
 - 36 Months on steel structures
 - 24 Months on moving mechanical components
 - 12 Months on electrical and electronic components
- Labelling and signage of facility in accordance to legislation and governing standards for petrochemicals.
- Shall be fitted with adjustable staircase accessing the top. The fill pint stall be from the top.

Corrosion protection:

Coating	Minimum Thickness – DFT
Sigma – Base Coat	120µm
Sigma – Top Coat	40 µm

Electrical Installation

- The supplier shall provide power for the pumps and any electronics or controls from the existing 220V AC @ 50Hz main
- Electrical installation with surge protection
- Design of all electrical related equipment including the tank shall be in accordance to SANS 10089-2:2017: The petroleum Industry part 2 or similar.
- The electrical distribution for below 250 V AC shall be in accordance to SANS 13297:2008
- All flow meters shall conform to “SANS 1697: Verification standard for the verification of volume-measuring instruments, including commercial standards of volume”
- All pressure gauges shall conform to “SANS 1062:Pressure and vacuum gauges”
- Compliance with SANS 10089-1: The Petroleum Industry Part1: Storage and distribution of petroleum products in above –ground bulk installations or equivalent
- Earthing for the new tanks
- Control panels for the level indication and alarm
- New supply breaker in existing generator panels
- Cabling to the control panels, level transmitters, sirens and beacons
- Cable tray/ladder/

Bund wall Construction

- Bund wall constructed dimensions must be able to contain +110% of tank capacity as per SANS Specifications.
- Excavate and prepare surface: supply, lay and compact imported G5 material to 98% Mod AASHTO (150 mm thickness)
- Lay blinding layer to compacted surface
- Bund wall to be constructed using Corobrik or similar clay bricks 230mm course brickwork 1 m high wall above slab finish level
- 400mm for bund wall foundation and footings
- Bund wall will be plastered inside and out.
- Cast 100mm thick 30 MPa concrete slab with centrally placed REF193 mesh between the 230 mm course walls and
- 2 x tank cradles concrete bases for each tank

- Tank cradle bases to be cast with reinforcement steel and to be able to withstand tank at full capacity.
- Install drainage sump with 50 mm diameter outlet pipe with a valve outside

3. Extent of the services

- Establishment on site of facilities for the Bidder and the provision of the necessary plant, personnel and equipment.
- Excavation, removal of underground diesel tanks, removal of contaminated soil at Mkondeni Workshop Stores and DV Harris WTW
- Reinstatement, backfilling and compaction of cavities with selected fill material where the tanks were removed
- Concrete items: Construction of bund foundation, bund floor with upstand, tank plinths, pipe support and stair footings.
- Structural steel items (Hot-Dipped Galvanised): Supply, fabrication and installation of tank access stairs, handrails and pipe supports.
- Hydrostatic testing of the tanks and the provision of strapping tables.
- Supply, fabrication and installation of pipework and fittings;
- Connecting to existing system for the backup generator at DV Harris
- Supply and installation of valves, thermal relief and drain points.
- The removal of plant and equipment, site establishment and the final tidying of the site upon completion of the works.
- The making good of defects in the works as required by the General Conditions of Contract for a period of 6 months.

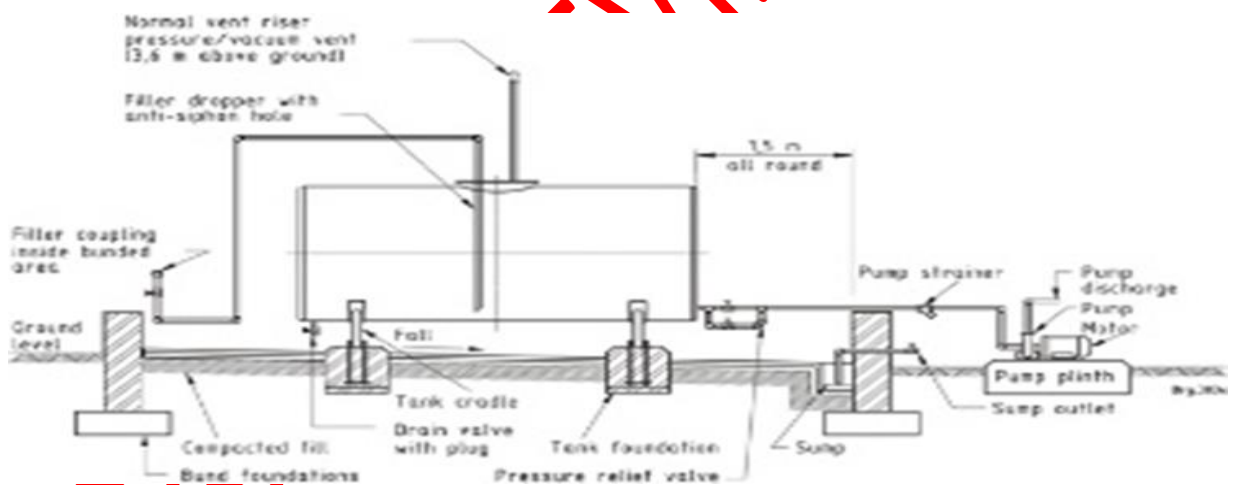


Figure 1 Typical Section through bund wall, tank and piping

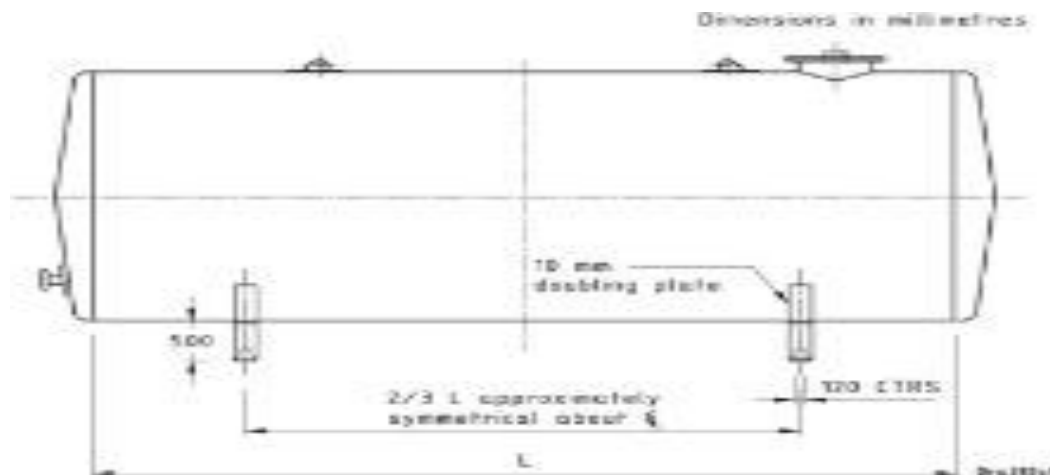


Figure 2 Typical sketch of tank

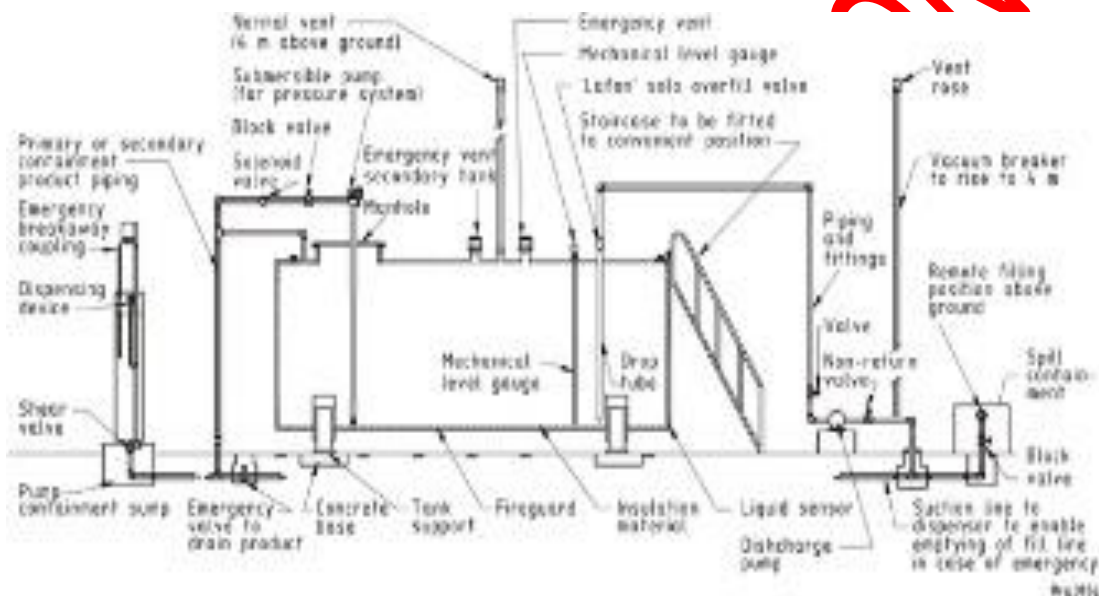


Figure 3 Typical section of tank with dispensation point

4. Existing Services and Excavation

- A number of services are known to exist over the whole area of the Works these include an underground firefighting hydrant ring main, storm water, municipal water and sewage. The bidder shall take care to ensure that no damage is caused to these services.
- Prior to commencing work in any area the bidder shall consult with the engineer on the location of such services and shall locate the exact positions and depths of such services by means of sub-surface scanning and/or hand excavated trial holes. All services discovered by the foregoing investigation shall be recorded and plotted by the bidder on a signed sketch which shall be submitted to the engineer. The bidder shall assist, when required, in the alterations to such services by providing labour, plant and material and shall carry out the necessary work as instructed by the engineer. The cost of excavating any trial holes will be paid for under an item in the Schedule of Quantities. Any necessary alterations to services will be paid for on a day work basis.
- The above operations shall be continuous and at least two weeks ahead of construction in order to allow time for the necessary alteration to services or amendments to the design of the works.

- Claims for extension of time or for damages in this connection will not be entertained if the operation of locating services is less than two weeks ahead of construction.
- Responsibility for protection of all known services shall rest solely with the bidder and he shall bear all costs which may arise as a result of any damage which he may cause to such services or which may arise as a result of his operations.
- Notwithstanding the provisions of various payment clauses in the Earthworks sections of SANS 1200, no additional payment will be made for work in the vicinity of existing services as the unit rates tendered shall be deemed to cover any such additional costs as may be involved.
- Due to the presence of numerous services, all excavation shall be carried out by hand, except where proving trenches have revealed that there are no services in the area.
- In the event of water being encountered in excavations, the bidder shall, to the approval of the engineer, make arrangements to lower the water table locally or to dewater, and shore, if required, and all costs in connection herewith shall be included in the rates tendered.

5. Specifications

Structural Steelwork (SANS 1200 H)

Material

Stairs, grating, handrails and pipe supports shall be of hot dip galvanised mild steel to Grade S355JR.

Sections

Alternative sections will be accepted (after consultation with the engineer), to suit available supplies, provided there is no loss of strength or stiffness or, where relevant, appearance.

Drawings and Shop Details (Sub-clause 5.1.2)

The bidder shall provide shop details and shall allow for all costs associated with the provision of drawings as specified in his tendered rates. Two prints of all shop drawings shall be submitted to the engineer for approval before fabrication of that part of the work is commenced. The engineer undertakes to respond to such requests for approval within 7 working days.

Welding

All welding shall be fully continuous fillet welds. Minimum weld size is 6mm. All welding to be in accordance with SANS 044 and SANS 455. All welding to be done prior to protection of steelwork.

Erection Bolts

All erection bolts used to be manufactured to SABS 136. Bolt Grade 8.8 to be used.

Payment

Notwithstanding the various payment clauses contained in Clause 8.3, payment shall be as stated in the Schedule of Quantities and shall include for supply, fabrication, corrosion protection, delivery to site, erection including all fixings and grouting of baseplates.

Connections

As far as practically possible, connections are to be bolted so as to minimise the amount of site welding required. Bolted connections to receive a minimum of 4 M12 bolts, unless otherwise specified on the applicable drawings. Details of any splices to be submitted to the Engineer for approval prior to erection. All costs for splice details are for the Bidders account.

Open Mesh Flooring and Frames

Open mesh flooring shall be banded all round its edges and at any cut-outs for pipes etc

Structural Steelwork (Sundry Items) (SANS 1200HA)

Bolts, Nuts and Washers (Sub-clause 3.3)

All bolts, nuts and washers shall be at least hot dip galvanised with the threads sufficiently undercut prior to galvanising. Washers shall be provided with every nut. All sleeve anchors shall be AISI 316 stainless steel. All fixings having a nominal diameter of 12 mm or less shall be AISI 316 stainless steel. An approved molybdenum disulphide anti seize compound shall be used on all bolts and nuts.

Corrosion Protection of Structural Steelwork (SANS 1200 HC)

Structural Steelwork

Surface Preparation

All surfaces shall be abrasive blast cleaned to Swedish standard SIS 055900 of 1967 to SA 2½. The blast profile shall be between 40 and 75 microns.

Coating System

All structural steel is to be hot-dip galvanised to comply with SANS 121.

Handrails

All handrails shall be hot dip galvanised to Table 3 of SABS 121 for general applications.

Open mesh flooring, handrails and catch pit covers

Open mesh flooring, handrails and the seating angles cast into the concrete shall be hot dip galvanised to Table 3 of SABS 121 for general applications.

Holding down bolts, nuts and washers

All holding down bolts, nuts and washers shall be at least hot dip galvanised with the threads sufficiently undercut prior to galvanising. Washers shall be provided with every nut. All sleeve anchors shall be galvanised. An approved molybdenum disulphide anti-seize compound shall be used on all bolts and nuts.

Process Piping (ASME B31.4 AND SANS 1200L)

Supporting Specifications

For product piping and fittings, all work involving steel shall be carried out in accordance with ASME B31.4 (latest edition) and SABS 1200L. In the event of conflict between ASME B31.4 and SABS 1200L, ASME B31.4 shall take precedence. In the event of conflict of either of the above specifications with this project specification this project specification shall take precedence.

Pipelines

Notwithstanding the provisions of sub-clause 5.2.3 of SABS 1200 L jointing of pipes and specials of all diameters shall be by field welding, except where pipes are fitted to flanged valves and elsewhere as shown on the drawings or instructed by the Engineer.

The Design Pressures (maximum working pressures) of this system are as follows: Product piping 1 000 kPa All pipes, flanges and fittings shall be suitable for these duties.

Flanges

All flanges shall be ASME B16.5 class 150 weld-neck raised face and constructed of ASTM A105 material unless otherwise stated on the drawings.

The Design Temperatures of this system are as follows: Product above ground piping:

- Minimum -5°C
- Maximum 60°C

Wall Thickness of pipes and specials shall be as follows:

Product

Pipes and fittings less than or equal to Ø40 shall be schedule 80. Pipes and fittings greater than Ø40 shall be schedule 40, in accordance with ANSI B36.10, unless otherwise stated on the drawings.

Manufacture of Steel Pipes and Specials

Product

Piping shall comply with API-5L-B (ASTM A106 B), according to availability as per Clause PSL 2.5 above. All product piping shall be seamless or longitudinally welded, spiral seam welded shall not be acceptable. Specials, e.g. bends, tees, reducers and welding caps shall be carbon steel to ASTM A234 WPB.

Pipe shall have beveled ends in accordance with ANSI B16.25.

Piping shall be delivered in a clean state, together with all relevant test and quality control documentation as required by this specification.

Measurement and Payment

Notwithstanding the various payment items of Clause 8.2 of SABS 1200 L, payment straight pipes of non-standard lengths will not be measured as extra over.

The rates tendered for flanges shall include for nuts, bolts, washers and gaskets and all things necessary.

Isometric Drawings

If the bidder deem it necessary to prepare isometric drawings, the cost thereof shall be included in the tendered rates. Isometric drawings will not be issued for this project by the client.

Protection of Pipes and Specials

Internal Protection of product pipes and specials

No internal protection is required for product pipes and specials.

External Protection of New Above-Ground Piping

Pipes, specials, valves, pumps, filters, equipment items and nuts and bolts shall be protected by preparing and painting as follows:

SURFACE PREPARATION:

Remove all oil and grease by washing with a water emulsifiable solvent degreaser and rinsing with potable water. Dry abrasive blast to near white metal in accordance with SIS SA2½ of the International Standard ISO 8501-1:1988 to obtain a surface profile of 75µ +20µ. Unless otherwise specified by the paint supplier.

COATING SYSTEM:

Surface preparation	Blast scouring Sa2.5 -Average roughness G	
Primer	Zinc rich epoxy (Sigmazinc 109 HS)	100µ
Intermediate Primer	Polyamide-cured epoxy (Sigmacover 435)	125µ
Finishing coat	Aliphatic acrylic polyurethane (Sigmadur 550)	50µ

NOTE:

Two coats of Sigmadur 550 or equivalent may be required if applied by brush or roller.

The Sigmacover 435 or equivalent and Sigmadur 550 or equivalent coatings must be carried out after erection; any damage to the primed surface shall be touched up with a zinc rich primer.

The above is read in conjunction with the paint manufacturer's specification for that particular paint. The manufacturer's specification shall be used for minimum time between coats.

The colour coat shall be included in the finishing coats mentioned above. The final colour of above ground steel pipes shall be as follows:

The final colour of specials shall be as follows:

Surface preparation	Blast scouring Sa 2½ - Average roughness G	
Primer	Zinc rich epoxy (Sigmazinc 109 HS)	100µ
Intermediate primer	Polyamide-cured epoxy (Sigmacover 435)	125µ
Finishing coat	Aliphatic acrylic polyurethane (Sigmadur 550)	50µ

Product	Pipe Colour	Colour Band	Sans Colour Number
Diesel 50 ppm	Aluminium / Silver	Straw / Dark Violet / Straw	B33 / F06 / B33

Note that repairs to any existing painted surfaces shall be done in accordance with this specification.

Pipe Identification

The painting (stencilling) of the following markings (50mm lettering) to equipment and pipes shall be included in the tendered rates for piping.

Colour bands on all pipelines at bends, road receipt nozzle and flanges.

Flow direction arrows with self-adhesive stickers or lacquer paint at the entrance or exit of each obstacle (tie- in point at the generator; points through walls (both sides), straight section of pipe before connecting to the tank and road receipt nozzle).

Fluid flow direction on the pipe has an isosceles triangle shape (base: 50 mm, height: 150 mm) and be black in colour.

Note that the repairs to any existing painted structures shall be done in accordance with this specification.

Bolts and Nuts

Product piping: Stud bolts and nuts shall conform to ANSI B16.5 and be suitable for raised face flanges. (A193 B7 studs with A194 Gr 2H nuts)

Gaskets

Gaskets shall be spiral wound low stress type, expanded graphite filler, with internal and external ring. Spiral wound metallic strip and inner reinforcement ring in stainless steel 316L, outer cantering ring in carbon steel protected with epoxy. These gaskets shall be 3mm thick.

Welding Procedures

Prior to the commencement of field welding, welding procedures shall be established and approved by the engineer and thereafter such welding procedure shall be adhered to during subsequent construction and shall not be altered unless specifically authorised by the engineer.

The bidder shall provide a detailed description of all aspects of the welding technique to be employed both in jointing pipes in assemblies above trench level and in executing in-situ welds whether above or below ground level. The information required shall include a drawing of the prepared end for butt welding of flanges and pipes.

Records shall be kept by the bidder to enable each weld to be subsequently identified with the welder concerned.

Procedure Qualification Tests

Before the bidder commences routine field welding the procedures test laid down in API 1104 or ASME Section IX shall be carried out.

The minimum number of root bead welds, the minimum number of second bead welds, and the type of clamp used (internal or external) shall be given in the description of the welding technique.

The bidder shall maintain a record of all welders employed on the works giving particulars of each individual welder's qualification tests carried out in terms of ASME IX, the cost of which shall be borne by the bidder. Nevertheless, the coding of welders for this project shall be carried out by a recognised independent inspection authority approved by the engineer and the cost of such coding shall be for the account of the bidder.

Before a welder is employed on tack or root welds, he shall carry out a test and root weld on a pipe of the same materials and under conditions as close as possible to those experienced on the actual pipeline.

If icicles are present in the bore of the pipes or the weld metal projects more than 5mm the welder shall not be permitted to undertake tack or root welding. The completed test weld pieces shall be visually examined and then radiographed. The weld appear sound it shall be subjected to approved root and face bend tests. Test pieces shall be retained by the Bidder and marked so that they can be identified with the welding carrying out the test.

Weather

Field welding shall not be performed when the surfaces to be welded are wet or during periods of high wind unless the operator and the work are properly protected and sheltered in an approved manner.

Preparation of Joint

Where scarf cutting of the pipe is required in the field the pipe ends shall be prepared by machining or machine flame cutting. Hand flame cutting shall not be permitted.

When jointing pieces by butt welding the number of tack welds applied shall be kept to a minimum to be effective in holding the pipe end securely and to maintain the required root gap prior to welding, but shall be not less than four.

The same procedure for hot cutting is applicable for welding, but where a joint is to be made with new to existing pipe; it is preferable for safety reasons to flange the joint. In the case where the flange is jointed to the existing pipe, a rubber expandable plug is inserted into the line far enough from the heat affected zone. As gas test is then done before a hot work permit is issued.

Cutting and Welding Work – where applicable**Cold Cutting (pipe cutter or hand sawing)**

Before any work is to be done to product pipelines they are to be disconnected from any tankage or other possible product source. Before disconnecting or cutting any pipelines, adequate electrical continuity is to be maintained to prevent sparking due to stray currents in the pipelines. A 50sq.mm (minimum) copper cable be used for this purpose and be suitably clamped.

The line must be drained of all product after isolation from the tank and then flushed with water. As the cutting process is cold, a gas test is not required, but it is to be assumed that there will be flammable vapours present.

Critical Tie-Ins Using the “Clay Plug” Method

Where the downtime on a particular pipeline is critical or where it is impractical to gas free a pipeline, the engineer may order the “clay plug” method to be used to perform the tie-in. The existing lines for the particular product will be drained (not gas freed) by the bidder under the supervision of the engineer. The bidder shall then cold cut the existing lines on either side of the tie-in points and install slip on flanges (unless bolting to an existing flange) on the existing pipe upstream and downstream of the tie-in point using the “clay plug” method. The open ends of the cut existing lines shall be “clay plugged” thus eliminating the need for gas freeing during the tie-in period. Partially prefabricated tie-in spool pieces shall then be installed, tack welded, removed, fully welded, pressure tested and reinstalled after removal of the “clay plugs”.

The Bidder shall allow in his tendered rates for the provision of sufficient cold cutting equipment and “clay plugs” to work simultaneously on all tie-in points for the line and for all extra costs involved in performing the above operations.

The use of plumbers’ plugs as “clay plugs” will be permitted provided that the seal between the plug and the pipe wall is air tight.

All plugs are to be vented to prevent pressure build up behind the plug. Vents are to end a minimum of 10m past all hot work and the vent pipe is to be of a non-flammable material in the vicinity of the welding.

A gas test will be required after installation of the plug before any welding commences.

Cleanliness during pipe fabrication

Due to the consequential damage associated with 'dirty product', every effort must be made by the bidder to ensure internal cleanliness of product lines during fabrication.

Plastic, rubber or wood caps are to be utilised to seal the pipes to ensure cleanliness during all transport, storage and handling operations, up to placing the pipe prior to welding.

Inspection

Facilities shall be provided for the engineer so that he may be able to inspect, during the process of welding, any layer of weld metal. The engineer may require any defective welds either to be cut out and re-welded or repaired at his discretion.

The bidder shall clean thoroughly all welds prior to inspection. The Engineer may require a number of completed joints, selected at random, to be cut for mechanical tests or to be selected for visual inspection, micro examination or examination by other means. When the engineer orders the bidder in writing to cut out and test joints the bidder shall be paid for such work at day work rates.

If as a result of inspection and testing, the work of any welder is found to be unsatisfactory, the welder will not be permitted to continue under this Contract.

All inspection shall be in accordance with the conformity assessment as defined in SANS 347. The bidder shall ensure that this is done and submitted to the engineer for acceptance.

Radiographic Examination

The bidder will engage the services of an approved radiographer for examination of approximately 10% of all butt welds in the pipeline. The cost of this testing shall be included in the rates tendered for piping. For every weld that fails the radiographic test, the contract shall be debited with the cost of re-testing the repaired work. Any radiographic testing which the bidder may consider necessary in addition to that specified shall be at his own expense. All faults revealed by the tests shall be repaired to the approval of the engineer.

Other Non-Destructive Tests

The bidder will engage the services of an approved non-destructive testing agency for examination of approximately 10% of all socket/fillet welds in the pipeline by means of dye penetrant or other suitable tests. The costs involved with this testing shall be borne by the bidder.

Standards of Acceptability

The completed welds shall comply with the requirements of ASME IX. Work on which unauthorised repairs have been carried out may be rejected.

Repairs to Minor Faults

Faulty welds shall be rectified in accordance with ASME IX.

All costs relative to the repair of faulty joints, including removal and replacement of the backfill and making good the wrapping and lining shall be borne by the bidder.

Tolerances

Tolerances for the line and level of pipelines shall be as follows:

Positions of bends:	within 150 mm of the location shown on the drawings or as agreed with the Engineer
Level of pipe invert	within 25mm of the level shown on the drawings
Location of pipe centre in plan	within 25mm of the location shown on the drawing through the sleeves and culverts and elsewhere within 75mm position shown on the drawings or as agreed by the Engineer.
Line of the Pipe	The line of a straight pipe shall not vary by more than 15mm from the line of a 12m vertical or horizontal line

Testing

Protective Coatings and Linings

The bidder shall provide all necessary labour and equipment for conducting the tests as described above. All tests are to be carried out in the presence of the engineer at such time and in such manner as he may direct.

Testing of Pipelines

General

All the pipelines shall be tested as directed by the engineer. Blank flanges with necessary air, water and pressure gauge connections shall be provided by the bidder for this purpose. Before testing any pipeline all construction work on the pipeline shall be complete unless otherwise specifically directed by the engineer.

All joints, including welds, are to be left un-wrapped and exposed for examinations during the air tests. Vents, drains and relief valves shall be utilised to prevent damage to the piping system due to expansion of the test fluid during the test period. The maximum operating pressure of each piece of equipment, including instruments, shall be checked against the test pressure of the piping system in which the piece of equipment is incorporated. If the test pressure of the piping system is greater than the maximum operating pressure of the equipment, the equipment shall be blanked off and tested separately.

Water may be used for hydrostatic testing of process lines provided special precautions are taken for draining and drying the lines.

Other testing fluids may be used provided they are approved by the Engineer before testing is started. All piping, vessels, filters, exchanges, etc. shall be completely drained of all fluid after testing. Special precautions be taken to ensure that all pockets where fluid may be trapped are properly drained.

All piping tested with water, in which water would be detrimental to the process operation, shall be thoroughly dried. The engineer shall determine when the piping is dry.

The Bidder shall supply all necessary water or other fluid if so specified, labour and equipment for conducting the tests as described herein. All tests shall be carried out in the presence of the Engineer or his representative at such times and in such manner as he may direct.

Static Test

The pipeline or equipment shall be filled with water, all scours on the section being opened fully for one

minute or until the water emerges clean. If after 48 hours the Engineer is satisfied that there are no major leaks, the pressure test shall be carried out.

Pressure Test

A suitable pump shall be connected to the pipeline at a mutually agreed point.

The pressure in the pipeline under test shall be raised slowly by means of the pump and measured by a pressure gauge connected to the pipeline. The full test pressure shall be maintained for at least 4 hours, or longer if so required by the engineer.

The required test pressure of steel pipelines and fittings shall be 1.5 times the design pressure (See PSL 2.2). In the case of valves, this shall also be the pressure to be used for gate and body leakage and opening and closing torque tests. Ensure all valves are open during pressurization.

No section of a pipeline shall be tested against a closed valve.

The bidder shall be paid under the appropriate item in the Schedule of Quantities for hydraulic tests. Re-testing after repairs required by this clause shall not be paid for.

This pressure test shall also comply with the requirements of SABS 1200 L and ASME B31.3.

Testing and Commissioning

Testing

On completion of hydraulic testing, all new pipelines shall be completely flushed out with clean water for a period of not less than one minute and at a velocity greater than 4m/s to ensure the removal of any remaining debris to the satisfaction of the engineer.

In addition to the above, the following tests shall be performed:

Product Pipework

After pressure testing and flushing of the pipelines, all isolating valves shall be installed and the pipework hydraulically pressurised to the design pressure. Each valve, either new or existing used in new lines, shall then be opened and closed and visually checked for leakage.

Commissioning

Prior to commissioning, all product pipelines that have been hydro tested and flushed shall be thoroughly air dried. Filter cartridges / elements (as applicable) are not to be installed until flushing and air drying are completed and only when instructed in writing by the engineer.

Commissioning shall be directed by the engineer but the bidder and any specialist suppliers, (e.g. for pumps, meters, valves, instrumentation etc) shall attend and assist the engineer as necessary.

Skid/cradle mounted items shall be factory commissioned before dispatch to site.

Protection of Pumps, Valves & Equipment

Internal Protection

Internal protection is not required.

External Protection

External protection of valves shall be as specified for above ground pipes in sub-clause PSL 3.3.

Labelling

All equipment items are to be labelled with the tag number as shown on the P&ID drawing

Where applicable the tag number is to be hard stamped onto the nameplate for that particular piece of equipment. Where the equipment does not have a metal name plate the tag is to be stuck to the equipment with a suitable petrochemical resistant adhesive. In addition, each piece of equipment is to have a loose tag fixed with stainless steel wire to the equipment

All labels shall be engraved in laminated plastic (Traffolite) 10mm high with black lettering on a white background.

Alternative Equipment

Provision is made in the schedule of quantities for the bidder to offer alternative equipment to the make and model specified (rate only), i.e. summation of schedule based on specified equipment only. Where bidders do offer alternative equipment, full technical details of this equipment are to be provided with the bid.

Drawings

Drawings Shop Drawings

The proposed routes of all new or modified piping are shown on the drawings. No further details in the form of isometrics drawings will be issued by the engineer. The bidder shall prepare his own isometric drawings if necessary and shall allow for any costs in his tendered rates. All piping shall be fabricated from measurements taken on site after confirmation of the pipe routes with the engineer or his representative.

Record Drawings

The bidder will be required to mark as-built information on a set of prints, to permit the modification of the original drawings by the engineer. This information is to be provided within 2 weeks of completion.

6. Applicable national and international standards

Although not bound in nor issued with this document, all applicable local legislation and the following standardized specifications shall be adhered to and shall form part of the contract document and, notwithstanding the provisions of Sub clause 2.2 of SANS 1200 A, editions specified below shall apply:

SANS 10131:2004	Above-ground Storage Tanks for Petroleum Product
SANS 1200 HA	Structural steelwork (small works)
SANS 1200 HC	Corrosion protection of structural steelwork
ASME Section IX	Welding and brazing qualifications
SANS 10108:2017	Classification of Hazardous Locations and the Selection of Suitable Equipment
ASME B31.4: 2009	Process Piping
IP Model Code	Area Classification Code for Installations Handling Flammable Liquids

7. Site Information

General

The Contractor shall must take into account that the work will be done at high levels roof top buildings all safety aspects must ensure during the execution of the project.

Security

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

Permits

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 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 Umgeni 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.

Housekeeping

After the completion of each day work the Contractor must make good and clean up the site area where work was performed, and also at the completion of the contract. Sites must be kept reasonable tidy during work operations.

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.

Safety

Umgeni Water has a strict attitude when it comes to personal safety of all on site. Thus a Contractor and sub-contractors have to attend a **Compulsory Induction** before starting the project. Unsafe activities, equipment and procedures shall not be tolerated. And it should be noted that this work requires people to work in elevated positions and confined areas, therefore 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 Umgeni Water Project Manager and Safety Officer for approval.

Safety Clothing and Equipment

The Contractor shall supply all the Umgeni 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.

Accidents

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

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.

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

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.

8. Access to land / buildings / sites

UMkondeni Workshop Stores

DV Harris Water Treatment Works

9. Quality management

QA/QC Data Book

The Bidder shall build and maintain a quality data book which shall as a minimum have the following sections;

- Final Acceptance, Hand-over forms and Snag Lists
- Quality Control Plans
- Drawings
- General Arrangement Drawings
- Weld Maps
- NDE/NDT reports
- Pressure Test Certificates for pipes, valves, vessels and equipment h) Welding register
- Radiographic and Surveillance Reports
- Material Certificates (pipes, fittings, valves, gauges, welding consumables, Calibration Certificates (instruments, gauges, meters, etc.)
- Corrosion Protection Inspection Certificates
- Welding Procedure Specification (WPS)
- Welders Coding Certificates
- Pressure test certificates
- Pipe wrapping Holiday Test results
- Equipment catalogues, drawings, instruction and installation manuals as well as suppliers acceptance certificates
- As built drawings
- Electrical certificates of compliance, where applicable
- Paint / galvanising thickness tests
- Commissioning Reports
- The data book shall be compiled in a hard cover file suitably indexed as well as an electronic copy (pdf) on disk

Quality Control Procedures

A detailed Quality Control Plan (QCP) is to be submitted, before any work may commence, for approval of hold, witness, and inspection, points. The quality plan shall be tailored to comply with the Umgeni Waters specific requirements. A sample of the proposed plan is to accompany the bid.

The Quality Control Plan shall as a minimum have the following activities:

- Documentation
- Fabrication Drawing Approval
- Approve QCP
- Material Identification
- Material ID Map
- Welding Procedure Approval
- Welders Certificate Approval
- Weld Map Approval

- Dimensional Check
- Non-destructive Examination (NDE) to check integrity
- Penetrant test Inspection
- Pressure Test
- Corrosion Protection
- Final Inspection

The bidder shall state in his bid the name of the painting sub-bidder that he proposes to use to carry out any corrosion protection work under this contract.

The bidder shall transfer the material trace (heat) number onto all pieces of the pipeline using permanent markings. No high stress stamps shall be used.

The bidder shall ensure that all his sub-bidders have obtained a copy of this specification.

The bidder shall accept full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the engineer or his representative.

The engineer may, at his discretion, require a quality audit of the bidder or any of the sub-bidders to ensure that he has the capabilities, resources and quality control facilities to carry out the work to ensure compliance with this specification.

The bidder shall have available the latest issue of each of the manufacturer's data sheets for the items / materials to be used, all specifications and Codes of Practice relevant to the work to be carried out, including a copy of this specification, all of which shall be available to the bidder's Quality Control Manager.

The bidder shall:

- Supply a quality plan and quality program at the time of bidding, both of which are subject to acceptance by the engineer.
- Maintain quality control records in accordance with the quality plan during execution of the contract such records shall be available to the engineer or his representative at each quality surveillance visit.
- Mark or securely label each special component (see drawings) with a unique identification tag, and
- Carry out such tests as are required to ensure compliance with the specification. The cost of quality control shall be inclusive in the bidder's bid price.

The cost of quality surveillance will be borne by Umgeni Water, except when surveillance results in rejection of the lot or when notice by the bidder results in a fruitless trip, in which case the cost of surveillance shall be debited against the bidder's account. The engineer may, at his discretion, employ an independent technically qualified organization to carry out quality surveillance of the work on his behalf. In the event of dispute, the engineer's decision shall be final. For the purpose of carrying out quality surveillance, the engineer or his representative shall be granted access to any part of the bidder's premises relevant to the work being carried out, at any reasonable time. The bidder shall provide, at his own cost, any equipment or labour necessary to gain access to surfaces which are coated, to be coated or are in the process of being coated.

The bidder shall advise the engineer timeously, in writing, when and where the following processes will be carried out;

- 1) Completion of fettling or dressing prior to leaving the fabricator's works
- 2) Blast cleaning and application of the first or primer coat
- 3) After completion of all coats to be applied at the bidder's works
- 4) At the commencement of repairs or overcoats of existing equipment to be carried out on site.

Failure of the bidder to advise the engineer of his program may result in rejection of the work. The cost of any such rejection shall be borne by the bidder.

Quality control reports shall be updated regularly and a copy of all relevant reports shall accompany all payment certificates. No payments will be authorized by the engineer unless a copy of an approval report has been received by him. The engineer may withhold payment until a final report has been issued, giving approval to the components after installation on site and repair of damage to coating.

Proper and adequate quality control records shall be maintained by the bidder for all stages of the work. These records shall be available for inspection by the engineer or his representative at the time of quality surveillance. Incomplete, inaccurate or inadequate records shall be regarded as non-compliance with the specification, and the cost of surveillance will be back charged to the bidder.

No variation from specification, or change of sub-bidder or materials to be used from those stated in the bid documents, will be permitted without written approval of the engineer. Products equivalent to those specified may be submitted for approval and adequate information shall be supplied by the bidder to engineer in order to assess the claim of equivalence from the bidder. Approval of alternative equipment shall valid only on a written instruction from the engineer.

10. Contract term

The anticipated Contract term is 01 Month.

11. Other information

- a) We estimate the quantity to be delivered is [provide details about quantity].
- b) We require the [goods / services] to be delivered at [insert location for delivery].
- c) Payment will be [on successful delivery of milestones / at the end of the Contract / monthly on invoice].
- d) New Intellectual Property arising as a result of the Contract will be the property of [insert the IP position – make sure whatever is stated here is reflected in your Proposed Contract]

12. Mandatory documentation

- CIDB Registration Certificate
- Registered with Central Supplier Database (CSD)
- Proof of good standing in terms of the COID Act
- Company Registration Certificate

13. Pricing

- a) The bidder shall provide the price proposal as detailed in SBD 3.1
- b) The bidder'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.
- e) The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

14. Evaluation Process

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

14.1 First stage: Mandatory/ Administrative Requirements

1. Bidder completed all RFQ Forms

2. Bidder registered on National Treasury CSD
3. SBD 4 – Bidders disclosure
4. Bidder attended compulsory briefing session
5. Active CIDB grading of 1ME

14.2 Second Stage: Price and Preference goals

1. 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.
2. Tenderer is tax compliant
3. In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
 - a) Price; and (80) and Preference as defined in SBD 6.1 (20)
4. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
5. 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
HDI	The entity must be 51% black owned	10	BBBEE Sworn Affidavit
RDP	The entity must be registered in South Africa	5	CIPC Registration certificate
RDP	The entity must be an SMME or QSE.	5	Valid CSD Report
Total points for preferential goals		20	

6. 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.
7. 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.
8. 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.

SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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 _____
Closing Time _____	Closing date _____

OFFER TO BE VALID FOR _____ CALENDER DAYS FROM THE CLOSING DATE OF QUOTE.

Item No.	Item Description	Unit	Quantity	Rate	Amount per Item (excl VAT)
1.	Preliminary and General Items Establishment, 6 weeks period and de establishment <i>(includes security, insurance, accommodation, and equipment)</i>	No.	1		R
2.	Safety Requirements (Safety file, PPE, Induction)	No.	2		R
3.	Fabrication, Supply and Installation above ground horizontal steel tank 20 000L(20 m³) for Diesel at Mkondeni Workshop Complex	No.	1		R
4.	Fabrication, Supply and Installation above ground horizontal steel tank 5000L(5 m³) for Diesel at DV Harris Water Treatment Works	No.	1		R
5.	Fabrication, Supply and Installation above ground horizontal steel tank 5000L(5 m³) for Petrol at Mkondeni Workshop Complex	No.	1		R
6.	Breaking of concrete slabs, Excavating, Removal and disposing of leaking underground diesel tanks	No.	2		R
7.	Supply of backfill material for underground tank cavity and compaction (2 no. underground tanks DV Harris and Mkondeni)	m³	60		

8.	Clear and remove grass lawn	m ²	38.2		R
9.	Clear and remove topsoil to nominal depth of 150 mm	m ³	6		R
10.	Neatly trim insitu subgrade to final line and level, and compact to 93% Mod AASTHO to accept layerworks	m ²	38.2		R
11.	Supply and place 150mm G5 sub-base layer compacted to 98% Mod AASHTO density (CBR > 45) with material from commercial sources.	m ³	6		R
12.	Construct bund Wall Umkondeni - Brickwork 230 mm thick wall = 34 m² - Foundation and footings 400 mm - Internal Concrete slab 100 mm thick = 2.7m³	No.	1		R
13.	Construct bund Wall DV Harris - Brickwork 230 mm thick wall = 22 m² - Foundation and footings 400 mm - Internal Concrete slab 100 mm thick = 1.12m³	No.	1		R
14.	Construct bund Wall Mkondeni Petrol Tank - Brickwork 230 mm thick wall = 22 m² - Foundation and footings 400 mm - Internal Concrete slab 100 mm thick = 1.12m³	No.	1		R
15.	Electrical Works Electrical Installations and cabling as per specification	No.	3		
16.	Issuing of COCs for all new electrical Works	No.	2		
17.	PROVISIONAL SUM replacement of piping to the generators, meters and connecting to diesel tanks	sum	1	R30 000	R 30 000
A SUB TOTAL					

C.S.D Reg No.		B VALUE ADDED Add 15 % of Subtotal A	
GRAND TOTAL (PRICE SA RANDS WITH ALL APPLICABLE TAXES INCLUDED)			
I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.			
Signature of duly authorized representative		_____	DATE: _____

Price Declaration

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

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

AUTHORITY TO SIGN

RFQ NO: _____

Description: _____

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

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. _____	_____	_____

NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE WILL RESULT IN THE TENDERER RENDERED INCOMPLETE AND WILL BE DISQUALIFIED/ ALTERNATIVELY THE TENDERER MAY ATTACH A SIGNED COMPANY RESOLUTION ON A COMPANY LETTERHEAD

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

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

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

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2), 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 51% black owned	10	
The entity must be registered in South Africa	5	
The entity must be an SMME or QSE.	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm _____

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S) _____

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

DRAFT FOR REVIEW

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

[Q23/442/SM - Supply and install Three (3) above ground fuel storage tanks with associated civil, mechanical and electrical works.]

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

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

TIME: 10h00

DATE: 06 July 2023

VENUE: Mkondeni Regional Office, 07 Portland Road, Mkondeni

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

UMGENI WATER'S STAMP

SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Umgeni Water in accordance with the requirements and specifications stipulated in 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works 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: _____

SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	
PRICE (ALL APPLICABLE TAXES INCLUDED)	
BRAND	
DELIVERY PERIOD	
TOTAL PREFERENCE POINTS CLAIMED	
THE ENTITY MUST BE 51% BLACK OWNED	
THE ENTITY MUST BE REGISTERED IN SOUTH AFRICA	
THE ENTITY MUST BE AN SMME OR QSE.	

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

SIGNED AT _____ ON _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

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WITNESSES

1. _____

2. _____

DATE: _____