

|                                                                                   |                              |  |                                                                       |
|-----------------------------------------------------------------------------------|------------------------------|--|-----------------------------------------------------------------------|
|  | <b>REQUEST FOR QUOTATION</b> |  | Form No: UW-RFQ-2<br>Version No: 1.1/2020<br>Effective Date: Jul 2020 |
|                                                                                   | <b>RFQ No:Q23/067/NM(A)</b>  |  |                                                                       |

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

|                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                               |  |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|
| Advert Date:                                                                                                                                                                                                                                                                                                                                                                          | 17/01/2023                                                                                                                                                    |  |                     |
| RFQ Ref Number:                                                                                                                                                                                                                                                                                                                                                                       | Q23/067NM(A)                                                                                                                                                  |  |                     |
| Description Of Goods/Services:                                                                                                                                                                                                                                                                                                                                                        | ANNUAL TRANSFORMER MAINTENANCE FOR UMGENI WATER PUMPSTATIONS.                                                                                                 |  |                     |
| Closing/Due Date:                                                                                                                                                                                                                                                                                                                                                                     | 23/01/2023                                                                                                                                                    |  | Closing Time: 15H00 |
| Compulsory Briefing /:                                                                                                                                                                                                                                                                                                                                                                | "NOT APPLICABLE"                                                                                                                                              |  |                     |
| Documents Are Obtainable From:                                                                                                                                                                                                                                                                                                                                                        | Emailed                                                                                                                                                       |  |                     |
| SCM Procedure Enquiries may be directed to:                                                                                                                                                                                                                                                                                                                                           | Buyer's Name & Surname: Nokwanda. Mboyi<br>Tel No. 033 846 1818<br>Email Address: nokwanda.mboyi@umgeni.co.za                                                 |  |                     |
|                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                               |  |                     |
| Submissions:                                                                                                                                                                                                                                                                                                                                                                          | All Completed document to be<br><br>Email to: <a href="mailto:scmquotes@umgeni.co.za">scmquotes@umgeni.co.za</a> NB: use <u>Quote Number</u> as email subject |  |                     |
| Technical Enquiries: (PM – Details )                                                                                                                                                                                                                                                                                                                                                  | Contact Person: Phumlani Madime<br>Email: Phumlani.madime@umgeni.co.za<br>Tel : 073 841 8814                                                                  |  |                     |
| Contents                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                               |  |                     |
| 1. Invitation Cover Page<br>2. Information about the Tenderer<br>3. Terms and conditions of Request for Quotation (RFQ)<br>4. Eligibility and Evaluation Criteria<br>5. RFQ Scope of Work<br>6. Returnable Documents<br>7. Price Page<br>8. Declaration of Interest<br>9. Preferential Procurement Claim form<br>10. Certificate of Acquaintance with RFQ T&Cs.<br>11. Contract Forms |                                                                                                                                                               |  |                     |

### Tip-Offs Anonymous Hotline:

Report unethical conduct at Umgeni Water on:

Toll Free Number: 0800 864 463

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

Toll Free Fax: 0800 212 689

Postal: Freepost KZN665, Musgrave, 4062

SMS: 33490

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

*Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.*

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

## 2. Information about the Tenderer

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

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

\_\_\_\_\_  
**Name of tenderer (duly authorised)**

\_\_\_\_\_  
**Signature of tenderer**

\_\_\_\_\_  
**Signature of tenderer**

\_\_\_\_\_  
**Date**

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

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2019; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. Suppliers must complete the attached **SBD 4** -Declaration of interest form. Failure to complete these documents may result in the quotation being invalidated.
7. Quotations must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated.
8. The official Umgeni Water quotation form must be used to tender the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
9. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
10. This document may contain confidential information that is the property of Umgeni Water.
11. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Umgeni Water and the Tenderer.
12. All Copyright and Intellectual Property herein vests with Umgeni Water and its Tenderer.
13. Quotations must be submitted by email [scmquotes@umgeni.co.za](mailto:scmquotes@umgeni.co.za) or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
14. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ.
15. Late and incomplete submissions will not be accepted.
16. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. No services must be rendered or goods delivered before an official Umgeni Water Purchase Order form has been received.

|                                                                                                      |               |                      |
|------------------------------------------------------------------------------------------------------|---------------|----------------------|
| The Tenderer accepts the above terms, conditions, and Umgeni Water's Standard Conditions of Tender*. | <b>Accept</b> | <b>Do not accept</b> |
|                                                                                                      |               |                      |

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

[http://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

## CONDITIONS OF QUOTE

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

## **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF TENDERER OR DULY  
AUTHORISED REPRESENTATIVE**

\_\_\_\_\_  
**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (TENDERER'S NAME)** \_\_\_\_\_

**CAPACITY OF SIGNATORY** \_\_\_\_\_

**NAME OF CONTACT PERSON (IN BLOCK LETTERS)** \_\_\_\_\_

\_\_\_\_\_  
**POSTAL ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
**POSTAL CODE** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**CELLULAR PHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

#### **4. Eligibility and Evaluation Criteria**

##### **Phase 1**

The RFQ will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two (2) stages:

- a) Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for this RFQ to be considered further
- b) Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

##### **Eligibility compliance:**

**Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:**

- a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the Tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

#### **4.2 EVALUATION METHOD:**

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

## **Phase 2**

Responses must meet the compulsory competency and expertise in order to be evaluated further on Price and BBBEE. The minimum qualifying functionality score shall be seventy (70) points. Failure to meet this minimum score will render the response non-responsive and be disqualified.

| No. # | Functionality Criteria                                                                | Weight |
|-------|---------------------------------------------------------------------------------------|--------|
| 1     | Company experience in projects comprising. Maintenance of medium voltage transformer. | 100    |

**Failure to score a single point in any of the criteria listed above will deem the RFQ to be non-responsive and the RFQ will be disqualified**

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MAX POSSIBLE SCORE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <p>Company experience in electrical medium voltage (MV) transformer maintenance/ service and repair/ refurbishment of electrical transformer systems. (submit completion certificates or reference letter as proof of previous experience).</p> <ul style="list-style-type: none"><li>• 1 projects – 50 points</li><li>• 2 projects – 60 points</li><li>• 3 projects – 70 points,</li><li>• 10 additional point for every project more than 3 projects to a maximum of 100 points  </li></ul> | 100                |



### **Phase 3**

Supplier who meet both phase 1 and phase 2 will then be further evaluated on Price and Preference

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

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

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

**Note to tenderer:** - The service provider to ensure that the contact details and email are valid and working.

- Copies of completion certificates are to be attached to the last page of this returnable. Information in the table without the completion certificates attached will not be considered.
- It could be previous work done at Umgeni Water or any other Company/Institutes.

## **5. SCOPE OF WORK**

Umgeni Water requires the services of an electrical contractor to perform major service on electrical transformers at the following Umgeni Water Pump Stations:

- a) Midmar Water Works
  - Workshop substation
  - Pump house substation
- b) Mill Falls substation
- c) Midmar Raw Water Substation
- d) Howick West Substation
- e) Groenkloof Substation
- f) Spring Grove Pump Station
- g) Mearns Pump Station
- h) Richmond Pump Station
- i) Mpofana Water Works

The extent of transformer major service work shall be as follows:

### **INSPECTION AND MAINTENANCE**

- a) Re-gasketing of the main tank
- b) Re-gasketing of bushings
- c) Remove and Install new bushings where required
- d) Re-gasketing of tap changer chamber
- e) Tap changer service/maintenance
- f) Oil purification (regeneration)
- g) Oil drainage and top up
- h) Radiator fins inspection and maintenance
- i) Dehydrating Breather Maintenance/Service
- j) Changing of Silica Gel Desiccant
- k) Test transformer as per SANS 60076 (part 1,2,3,4,5 and 10) included tests are as follows:
  - Induced over voltage

- Separate source over potential
- No-load
- Load losses and impedance voltage
- No load loss (Copper and Iron losses)
- Cellulose moisture content
- Insulation resistance
- Winding resistance
- Phase displacement
- Zero phase Impedance
- Transformer Tan Delta and Capacitance
- Magnetizing current
- Core ground insulation
- Polarization index (PI) test
- AC hi-pot (dielectric) test
- Transformer turns ratio (TTR) test
- Insulation power factor (PF) (dissipation factor) test
- Insulating liquid dielectric test
- Frequency response analysis (FRA)

- l) Remove paper sample and test for DP
- m) Conservator inspection and Service
- n) Buchholz Inspection and Service
- o) Supply full detailed report and recommendations

### 1.1. **Report format**

**The contractor must submit full detailed reports for each transformer. Information on the report to include but limited to the following:**

- Methodologies/standards used
- Service work performed
- Tests done
- Findings and discussions

- Conclusions and recommendations.

The report must on be on company letterhead and signed off by the electrical technician. All reports must be submitted in soft copy on USB and lever arch file state.

## **TRANSFORMER SIZE SPECIFICATIONS**

### **1.2. Howick West Pump station - 29°31'7.96"S 30°13'13.55"E**

- TX2, 2000kVA 11/3.3VA
- AUX TX, 315kVA 3.3VA

### **1.3. Groenkloof Pump station - 29°34'14.97"S 30°17'14.36"E**

- TX1 1600kVA 11/ 3.3kV
- TX2 500kVA 11kV/ 0.4kV

### **1.4. Midmar Raw Water plant - 29°29'36.55"S 30°12'19.45"E**

- Main TX No1 1000kVA, 11kV/ 690V
- Main TX No.2 1000kVA, 11kV/ 690V
- TX1 1000kVA, 11/6.6kV
- TX2 100kVA, 11kV/0.4kV
- TX 5 100kVA, 11kV/0.4kV

### **1.5. Midmar Water works - 29°29'56.72"S 30°13'6.16"E**

- Workshop Substation TX1 800kVA, 11kV/0.4kV
- Workshop Substation TX2 800kVA, 11kV/0.4kV
- Pumps House Substation TX1 800kVA, 11kV/0.4kV
- Pumps House Substation TX2 800kVA, 11kV/0.4kV
- Mill falls TX1 2500kVA, 11/3.3kV
- Mill falls TX2 1250kVA, 11/3.3kV
- Mill falls TX2 315kVA 3.3kV/0.4kV
- Old Mill TX1 315kVA, 11kV/0.4kV

### **Spring Grove Pump Station 29°19'06.4"S 29°58'07.2"E**

- TX 2 4.5MVA, 11kV/ 6.6kV
- TX 1 800KVA, 11kV/ 0.4Kv

- TX2 800kVA, 11kV/0.4kV

#### 1.6. **Mearns Pump Station**

- TX1 400kVA, 6.6kV/0.4kV
- TX2 400kVA, 6.6kV/0.4kV

#### 1.7. **Mpofana Water Works Latitude: -29.218248 Longitude: 29.995728**

- TX1 100KVA, 11kV/400V

#### 1.8. **Richmond Pump Station**

- TX1 800KVA, 11kV/400V

## 2. **WORK INCLUDED**

### 2.1. **General**

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.

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

The Contractor shall bear in mind that they will be working in a clean potable water pipelines and a high level of hygiene shall be observed and maintained by all persons working on site.

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 in to severe diseases.

### 2.2. **Site Assistance**

The engineering work will be under the supervision of Umgeni Water Electrical Technician. The Electrical Technician shall have power to give instructions for the removal and/ or re-execution of any engineering work not in accordance with the contract.

### 2.3. **Safety**

2.3.1 The Contractor must ensure that all work be carried in a manner that such work does not endanger the safety of the contractor.

2.3.2. The Contractor must make requests to the Project Manager at least 3 days to make safe or isolate the installation. The Umgeni Water lockout procedures will apply.

2.3.3 The Contractor must ensure compliance with the OSH Act.

2.3.4 The Contractor must sign the “Umgeni Water Rules for Contractors on Site”.

2.3.5 The Contractor must obtain clearance from the safety officer on site prior to commencing work.

2.3.6 The Contractor must notify the Senior Operator at control room on a daily prior to commencing work on site.

2.4.7 Before any site work starts Consultant to see site safety officer for a safety induction course.

2.3.8 All Contractor's staff to be covered under the act for Compensation for Occupational Injuries and Diseases Act.

2.3.9 Contractor must ensure adequate safety precautions are taken and which are required for this type of work.

2.3.10. Safety file index

**The Contractor shall prepare and submit a safety file as per the following index;**

- 1 Construction Work permit as issued by the DOL (where applicable – As per Construction Regulations - CR3 Annexure 1). Proof from Department of Labour to be attached, (where applicable)
- 2 Notification of construction work (As per Construction Regulations CR 4, Annexure 2). Proof from Department of Labour to be attached, (where applicable)
3. Principal Contractor appointment letter (CR5(1)(k) (where applicable)
4. Project specific organogram
5. Section 37(2) with Umgeni Water and all Subcontractors (signed copy and initial all pages by both parties at bottom right)
6. Umgeni Water Rules of Contractors/ Suppliers/Service Providers & Agents (CSSA) issued, explained and signed by both Contractor Rep and UW Representative
7. All Legal appointments applicable to project, and/or as described by the Construction Regulations – 2014. Should circumstances change during the duration of the project, appointments shall be undertaken and updated.
8. Medical certificate of fitness by Occupational Health Practitioner in a - Annexure 3 format
9. Clear copy of Identity Document for ALL persons assigned to Project
- 9.1 Sample of an Identity Access Card with Company Name, Employee photo, ID Number Name and Surname (For Capex & permanent contractors (i.e. cleaning and security)
10. Valid Letter of good standing from Compensation Commissioner or approved Institutions (e.g. FEMA and RMA) by the Commissioner's office

10.1 Letter of Good standing verified by Umgeni Water employee

11. Contractor Company SHE Policy
12. Project Specific Health and Safety Plan
13. Safe Work Method statements for all activities listed in scope of work and those profiled in the activity based risk assessment.
14. Baseline Risk assessment (based on the scope of work to include activity/task Health and Safety hazards and environmental aspects, raw risk controls in place and risk rating (i.e. High/ Medium/Low) of residual risk (i.e. status of risk after implementing controls for projects defined in Section 3.1(a) of the OHSA Act, 1993)
15. Applicable plans / drawings (where applicable)
16. Fall Protection Plan (Where applicable)
17. Excavation Plan (Where applicable)
18. Demolition Plan (Where applicable)
19. Equipment certificates and service records of machinery
20. Calibration records (where applicable)
21. Inspection Registers/Checklists for all machinery/, equipment and hand tools brought on site
22. Emergency response plan including Emergency contact numbers
23. Incident management Procedure
24. Environmental Management Plan – to include rehabilitation plans during and after completing project
25. Personal Protective Equipment (PPE) Issue Register (copy) with signatures of employees confirming receipt
26. Training Plan - Proof that employees have been trained in the use of PPE
27. Induction material and proof of induction (site induction by Contractor and/or Umgeni Water induction) to employees assigned to Project
28. Training certificates and proof of competencies for Project Team
29. Hazardous Chemical Inventory List including Safety Data Sheet in 16. point format
30. Applicable Permits, authorisations/ licenses (where applicable)

## 2.4. Accidents

In addition to any statutory obligations, the Contractor shall immediately report to the Project Manager or Employer 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.

#### 2.5. Inspection of site

It shall be a condition of this contract that in submitting a quote, the contractor will be deemed to have visited the site and to have considered all factors relating thereto which could influence his quote and no claims for additional payment on the grounds of insufficient and or inaccurate information will be entertained. Any additional work deemed necessary and not included within the scope may be agreed upon during the site inspection and will be included as an addendum to the scope of work of this document.

#### 2.6. Drawings for Comment

N/A

### 3. REFERENCE DOCUMENTS AND STANDARDS

#### 3.1. Codes and Standards

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

Contractor shall comply to Umgeni Water technical specifications of material and workmanship for cathodic protection installations.

The electrical installation shall comply with the code of practice of wiring the premises SANS 10142 and SANS 1473-1

The equipment detailed in this Specification shall be made in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993).

The Contractor shall pay special attention to and abide by Umgeni Water's rules for Contractors on site.

#### 3.2. LANGUAGE AND MEASUREMENT SYSTEM

All reports shall be written in English language.

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

### 4. GUARANTEE

N/A



## 5. GENERAL SPECIFICATIONS

- 5.1. Contractor to work to Umgeni Water's terms and conditions only. Consultant's terms and conditions are not to be submitted as this may result in the contractors tender being null and void.
- 5.2. Work must be done during normal working hours only.
- 5.3. All Contractor staff and vehicles brought onto our site may and can be subject to a search when entering and when leaving our site.
- 5.4. If any specific regulations apply to this type of equipment and installation the onus is on the Contractor to provide details of this with their quote.
- 5.5. Workers to be under supervision at all times and Umgeni Water facilities such as phones, canteens and offices are out of bounds. Contractor to ensure their staff do not loiter around the site and stay in the area allocated to them.
- 5.6. If rules are not adhered to Umgeni Water reserves the right to get the contractors staff to leave site and have whatever the problem sorted out with the contractors management before the contractor may return to site and resume operations.
- 5.7. Umgeni Water will not entertain any claims for losses on site.
- 5.8. Site to be in a clean and tidy state at all times. Site to be open to Umgeni Water for inspection and operation requirements.
- 5.9. Contractor to remove and dispose of all waste daily from site.
- 5.10. Generally there will not be any delays to the work from Umgeni Water however if there is, Umgeni Water will not entertain any extra charges for stand by or loss of materials that may be suffered by the contractor if Umgeni Water deems that adequate notice was given to the consultant to halt operations due to unforeseen problems or water demand dictates halting work.
- 5.11. Umgeni Water is not responsible for any items or equipment brought onto our site whatever the circumstances. Umgeni Water will not provide storage facilities or be responsible for items left on site.
- 5.12. Contractor to supply all tools, transport, labour, materials and insurance that will be required for this contract.
- 5.13. All pages of quotation document to be signed and returned with tender.

## 6. INSTRUCTION TO TENDERERS

|   | <b>Mandatory Requirement</b>                                                                                      | Comply<br>(Yes/No) | Remarks |
|---|-------------------------------------------------------------------------------------------------------------------|--------------------|---------|
| 1 | CSD Summary report                                                                                                |                    |         |
| 2 | Valid B-BBEE Certificate and/or Affidavit                                                                         |                    |         |
| 3 | Tax Clearance Certificate and/or TAX<br>Verification PIN                                                          |                    |         |
| 4 | Certificate of Incorporation (CIPC<br>Registration Certificate listing company<br>directors/shareholders/owner/s) |                    |         |

## 7. PRICE PAGE

| TENDERER’S NAME AND ADDRESS |  |                     | DETAILS OF PURCHASING OFFICE                                                                                                                                                                     |  |      |
|-----------------------------|--|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------|
| COMPANY NAME:               |  |                     | <b>UMGENI WATER (HEAD OFFICE)</b><br><br>Supply Chain Management Unit<br><br>310 Burger Street<br><br>Pietermaritzburg,3201<br><br><b>Enquiries:</b><br><br><b>Tel no.:</b><br><br><b>Email:</b> |  |      |
| ADDRESS:                    |  |                     |                                                                                                                                                                                                  |  |      |
|                             |  |                     |                                                                                                                                                                                                  |  |      |
|                             |  |                     |                                                                                                                                                                                                  |  |      |
| COMPANY REG. NUMBER:        |  |                     |                                                                                                                                                                                                  |  |      |
| CONTACT NO.                 |  |                     |                                                                                                                                                                                                  |  |      |
| CONTACT PERSON              |  |                     |                                                                                                                                                                                                  |  |      |
| REFERENCE (REQ NO.)         |  | CLOSING DATE & TIME | VALIDITY PERIOD:                                                                                                                                                                                 |  | DAYS |
| Q23/067NM(A)                |  | 23/01/2023          |                                                                                                                                                                                                  |  |      |

| ITEM No                                | PAYMENT REF | DESCRIPTION                                                                                                                                   | UNIT | QTY | RATE        | AMOUNT R-C  |
|----------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------|-----|-------------|-------------|
| <b>PART 1: PRELIMINARY AND GENERAL</b> |             |                                                                                                                                               |      |     |             |             |
| 1.                                     | SANS 1200A  | SECTION: GENERAL                                                                                                                              |      |     |             |             |
| 1.1.                                   |             | Occupational Health & Safety Requirements                                                                                                     |      |     |             |             |
| 1.1.1.                                 |             | Provision for Legal, Contractual & Safety Compliance. Compliance with OHSA of 1993 and Construction Regulations.                              | sum  | 1   | R           | R           |
| 1.1.2.                                 |             | Comply with all health and safety requirements including Personal Protective Equipment (PPE); provision for safety files (including COVID-19) | sum  | 1   | R           | R           |
| 1.1.3.                                 |             | Barricading of work area                                                                                                                      | sum  | 1   | R           | R           |
| 1.1.4.                                 |             | Safety File                                                                                                                                   | sum  | 1   | R           | R           |
| 1.2.                                   |             | Materials                                                                                                                                     |      |     |             |             |
| 1.2.1.                                 |             | The Contractor shall make allowance for the removal and disposal of old equipment. The Contractor shall provide disposal certificates.        | sum  | 1   | R           | R           |
| 1.2.2.                                 |             | O & M Manuals                                                                                                                                 | sum  | 1   | R           | R           |
| 1.3.                                   |             | Replacement of faulty parts                                                                                                                   | sum  | 1   | R250 000.00 | R250 000.00 |
|                                        |             |                                                                                                                                               |      |     |             |             |

| ITEM No      | PAYMENT REF | DESCRIPTION                                          | UNIT | QTY | RATE | AMOUNT R-C |
|--------------|-------------|------------------------------------------------------|------|-----|------|------------|
|              |             |                                                      |      |     |      |            |
|              |             | <b>PART 2: TRANSFORMER MAJOR SERVICE AND REPAIRS</b> |      |     |      |            |
|              |             |                                                      |      |     |      |            |
|              |             | <b>Raw Water Pump Station</b>                        |      |     |      |            |
| <b>2.1.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 4   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             | <b>Workshop Substation</b>                           |      |     |      |            |
| <b>2.2.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 2   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             | <b>Pump House Substation</b>                         |      |     |      |            |
| <b>2.3..</b> |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 2   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             | <b>Mill Falls Pump Station</b>                       |      |     |      |            |
| <b>2.4.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 3   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             |                                                      |      |     |      |            |
|              |             |                                                      |      |     |      |            |
|              |             | <b>SUB-TOTAL: CARRIED FORWARD           R</b>        |      |     |      | <b>R</b>   |
|              |             | <b>SUB-TOTAL: BROUGHT FORWARD</b>                    |      |     |      | <b>R</b>   |
|              |             | <b>Old Mill Falls Pump Station</b>                   |      |     |      |            |
| <b>2.5.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 1   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             | <b>Howick West Pump Station</b>                      |      |     |      |            |
| <b>2.6.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 2   |      |            |
|              |             | a) Material (major service kit)                      | sum  |     | R    | R          |
|              |             | b) Labour                                            | sum  |     | R    | R          |
|              |             | c) Consumables for major service                     | sum  |     | R    | R          |
|              |             | <b>Groenkloof Pump Station</b>                       |      |     |      |            |
| <b>2.7.</b>  |             |                                                      |      |     |      |            |
|              | 2           | Transformer Major Service                            | each | 2   |      |            |

|                                                   |   |                                         |      |   |   |   |
|---------------------------------------------------|---|-----------------------------------------|------|---|---|---|
|                                                   |   | a) Material (major service kit)         | sum  |   | R | R |
|                                                   |   | b) Labour                               | sum  |   | R | R |
|                                                   |   | c) Consumables for major service        | sum  |   | R | R |
| 2.8.                                              |   | <b>Richmond Pump Station</b>            |      |   |   |   |
|                                                   | 2 | Transformer Major Service               | each | 1 |   |   |
|                                                   |   | a) Material (service kit)               | sum  |   | R | R |
|                                                   |   | b) Labour                               | sum  |   | R | R |
|                                                   |   | c) Consumables for major service        | sum  |   | R | R |
| 2.9.                                              |   | <b>Spring Grove Pump Station</b>        |      |   |   |   |
|                                                   | 2 | Transformer Major Service               | each | 4 |   |   |
|                                                   |   | a) Material (major service kit)         | sum  |   | R | R |
|                                                   |   | b) Labour                               | sum  |   | R | R |
|                                                   |   | c) Consumables for major service        | sum  |   | R | R |
| <b>SUB-TOTAL: CARRIED FORWARD</b>                 |   |                                         |      |   |   | R |
| <b>SUB-TOTAL: BROUGHT FORWARD</b>                 |   |                                         |      |   |   | R |
| 2.10.                                             |   | <b>Mpofana Water Works</b>              |      |   |   |   |
|                                                   | 2 | Transformer Major Service               | each | 1 |   |   |
|                                                   |   | a) Material (major service kit)         | sum  |   | R | R |
|                                                   |   | b) Labour                               | sum  |   | R | R |
|                                                   |   | c) Consumables for major service        | sum  |   | R | R |
| 2.11.                                             |   | <b>Mearns Pump Station</b>              |      |   |   |   |
|                                                   | 2 | Transformer Major Service               | each | 2 |   |   |
|                                                   |   | a) Material (major service kit)         | sum  |   | R | R |
|                                                   |   | b) Labour                               | sum  |   | R | R |
|                                                   |   | c) Consumables for major service        | sum  |   | R | R |
|                                                   |   |                                         |      |   |   |   |
| 2.12.                                             |   | <b>Technical Reports for the system</b> | sum  | 1 | R | R |
| 2.13.                                             |   | <b>Financial Report</b>                 | sum  | 1 | R | R |
| <b>SUB-TOTAL: CARRIED FORWARD TO SUMMARY PAGE</b> |   |                                         |      |   |   | R |

| <b>SUMMARY OF BILL OF QUANTITIES</b> |                                |                       |
|--------------------------------------|--------------------------------|-----------------------|
| <b>PART</b>                          | <b>DESCRIPTION</b>             | <b>AMOUNT<br/>R-C</b> |
| <b>PART 1</b>                        | <b>PRELIMINARY AND GENERAL</b> | <b>R</b>              |

|                                                                                                    |                                              |          |
|----------------------------------------------------------------------------------------------------|----------------------------------------------|----------|
| <b>PART 2</b>                                                                                      | <b>TRANSFORMER MAJOR SERVICE AND REPAIRS</b> | <b>R</b> |
| <b>A SUBTOTAL</b>                                                                                  |                                              | <b>R</b> |
| <b>B CONTINGENCIES</b><br>Add 15% of Subtotal A                                                    |                                              | <b>R</b> |
| <b>C SUBTOTAL (A + B)</b>                                                                          |                                              | <b>R</b> |
| <b>D VALUE ADDED TAX</b><br>Add 15 % of Subtotal<br>(Provisional sum based on current rate of VAT) |                                              | <b>R</b> |
| <b>TOTAL CARRIED TO FORM, C1.1, FORM OF OFFER</b>                                                  |                                              | <b>R</b> |

### 7.1 Price Declaration

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

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

#### **The following must be noted:**

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

## 8. BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to

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



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

## 9. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2019

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2019.**

### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

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

- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

### 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2019:

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

## 9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 9.2 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

**10. RFQ Number: Q23/067NM FOR  
ANNUAL TRANSFORMER MAINTENANCE FOR UMGENI WATER PUMPSTATIONS.**

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

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

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

[http://www.umgeni.co.za/pdf/cm009\\_standard\\_conditions\\_of\\_tender.pdf](http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf)

## 11. CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached quotation documents to **Umgeni Water** in accordance with the requirements and task directives / proposals / specifications stipulated in Quote Number **Q23/067NM** at the price/s quoted. The offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the Quote .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to quote;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Umgeni Water's Standard Conditions of Tender;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the quotation documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES (Full Name & Signature)

1. \_\_\_\_\_

Signature: \_\_\_\_\_

2. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

| DESCRIPTION OF SERVICE                                               | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable) |
|----------------------------------------------------------------------|---------------------------------------|-----------------|-------------------------------------|------------------------------------------------------------------|
| <b>ANNUAL TRANSFORMER MAINTENANCE FOR UMGENI WATER PUMPSTATIONS.</b> |                                       |                 |                                     |                                                                  |

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

|                        |
|------------------------|
| OFFICIAL COMPANY STAMP |
|------------------------|

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