

	REQUEST FOR QUOTATION		Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	RFQ No: Q22/176/NS (A)		

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

Advert Date:	27 September 2021			
RFQ Ref Number:	Q22/176/NS (A)			
Description Of Goods/Services:	UMGENI WATER SITES DECONTAMINATION SERVICES FOR COVID19 POSITIVE CASES AS AND WHEN REQUIRED FOR 6 MONTHS			
Closing/Due Date:	30 SEPTEMBER 2021	THURSDAY	Closing Time:	15h00
Compulsory Briefing / Clarification meeting:	NOT APPLICABLE			
Documents Are Obtainable From:	EMAIL			
SCM Procedure Enquiries may be directed to:	Nozipho Sibiya Tel No. 033 341 1324 Email Address Nozipho.sibiya@umgeni.co.za			
Submissions:	By email to: scmquotes@umgeni.co.za NB: use <u>Q22/176/NS (A)</u> as email subject			
Technical Enquiries: (PM – Details)	Contact Person: Morapama Dlamini Email: Morapama.dlamini@umgeni.co.za Tel : 033 846 1834			
Contents				
1. Invitation Cover Page 2. Information about the Tenderer 3. Terms and conditions of Request for Quotation (RFQ) 4. RFQ Specification/s or Scope of Work/ Service Requirements 5. Price Page / Costing Schedule 6. Preferential Procurement Claim form 7. Declaration of Interest 8. Declaration of Tenderers Past Supply Chain Practices 9. Certificate of Independent Bid Determination 10. Certificate of Acquaintance with RFQ T&Cs. 11. Contract Forms				

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 Reference Number	
Contact person's name	

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

Name of tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

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

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. Suppliers must complete the attached **SBD 4** -Declaration of interest form, the **SBD 8** - Declaration of Suppliers past performance form and the **SBD 9** - Certificate of Independent Bid Determination. 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 or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
14. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ.
15. Late and incomplete submissions will not be accepted.
16. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. No services must be rendered or goods delivered before an official Umgeni Water Purchase Order form has been received.

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

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

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

CONDITIONS OF QUOTE

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

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS _____ DAY OF _____ 20 _____ AT _____

**SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME) _____

CAPACITY OF SIGNATORY _____

NAME OF CONTACT PERSON (IN BLOCK LETTERS) _____

POSTAL ADDRESS _____

POSTAL CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR PHONE NUMBER: _____

E-MAIL ADDRESS: _____

4. SCOPE OF WORK SPACE DECONTAMINATION & SANITATION SERVICES

4.1. Employer's objectives

To ensure provision of a reliable effective space decontamination and sanitation service for Umgeni Water owned or managed sites, in compliance with Umgeni Water COVID-19 guidelines and applicable legislation.

4.2. Description of the services

In response to COVID-19 pandemic, the scope of work is to use alcohol-based sanitisers to decontaminate and sanitise workspaces within the required time to protect against any potential disease causing microbes from spreading and infecting employees across all its sites. This shall be undertaken at any Umgeni Water facility when there is a positive COVID-19 Case in a responsible manner. The disposal of all the waste generated shall be undertaken in an environmentally acceptable manner to recognised and registered disposal sites as per the National Environmental Management: Waste Act the latest version, (See the extent of the Services for the definitions of Decontamination and Sanitisation)

4.3 Extent of the services

Extent of Services	Key Deliverables
<u>Decontamination</u>	Fogging or ULV misting is a technique used for killing insects that involves using a fogger or ULV mister to convert a pesticide solution into small particles (mist or fog) that are applied to a specific area.
<u>Sanitisation of workspace</u> (floor surface, walls, bench tops, furniture, Door handles etc) etc. as identified in bill of quantities	Using SABS approved / environmentally friendly products , wiping down of works spaces
Sanitisation of Chemicals	Using SABS approved / environmentally friendly, products suitable for electronic equipment that will not cause damage to the electronics
Health and safety requirements	Provision of trained, competent staff including relief staff.
	Supply of SABS approved personal protective equipment for all contractors' employees.

	Applicable safety documents as specified
Proper Disposal of waste material generated	Collecting of waste material generated and proper disposal to a registered landfill site Provision of safe disposal certificates for all waste material disposed
Other	Any other sanitising & disinfecting activity required

4.4 The chemical disinfectant:

- must be registered in accordance with specification SANS 54885
- must have safety data Sheet

4.4.1 Application of the disinfectant

The method used to apply the chemical disinfectant may include but not limited to air 6.3 circulation, spraying, fogging and or combination of these methods. Service provider to advice on the quickest method that will be adequate to disinfect the workspace and will enable site to commence operations with a shorter down time

4.5 Site information

4.5.1 General

The Contractor shall bear in mind that they will be working in an environment with assets of high value therefore keeping to deadlines is of importance.

4.5.2 Contractor's Obligation

The Contractor's obligations under the Contract comprise the provision of all labour, materials, equipment and supervision for the duration of the contract.

All sub-contractors appointed under this contract shall be the responsibility of the principal contractor.

4.5.3 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 because of any cause

whatsoever. Umgeni Water reserves the right for security guards to search persons or vehicles entering or leaving the premises.

4.5.4 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 authorised by Umgeni Water:

- Working and handling hazardous chemical substances

4.6 Housekeeping

After the completion of each day's work, the Contractor must ensure good housekeeping and clean up the site / area where work was performed. Sites must be kept reasonable and tidy during work operations.

4.6.1 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 and could be subjected to testing.

4.6.2 Submissions

All submissions shall be in line with Umgeni Water's Supply Chain Management procedures and instructions.

4.6.3 Planning of Activities

There will be other projects taking place at the same time during the contract period and therefore proper integration and coordination of activities is required to avoid unnecessary and avoidable delays and collision of systems and contractors.

4.6.4 Safety

Umgeni Water has a strict attitude when it comes to personal safety of all on site. Contractor and sub-contractors have to attend a **Compulsory Induction and read, understand and complete all required safety documentation** before starting the contract. Unsafe activities, equipment and procedures shall not be tolerated.

The contractor is required to provide a Health & Safety File that is agreed upon by Umgeni Water.

Untrained employees will not be permitted to work on site.

4.6.5 Safety Clothing and Equipment-Personal Protective Equipment should be used

The Contractor shall supply all the Umgeni Water specified safety clothing (PPE) and equipment for his/her workers on site, prior to the commencement of this contract.

Employees who wear defective uniforms and personal protective equipment are not permitted to work on site.

Sharing of Personal Protective Equipment is not permitted for health and hygiene reasons.

4.6.6 Accidents

In addition to any statutory obligations, the Contractor shall immediately report to site management 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.

4.6.7 Site Assistance

The contractor shall work under the instructions of the said worksite representative. The site representative shall have power to give instructions for the removal and/or re-execution of any work or materials not in accordance with this contract.

4.6.8 Inspection of Site

It shall be a condition of this scope of work that the contractor will be deemed to have visited the site and to have considered all factors relating thereto which could influence his/her and no

claims for additional payment on the grounds of insufficient and or inaccurate information will be entertained.

4.6.9 Execution of Work

A suitable and adequate level of workmanship is expected in the execution of this work.

Contactors shall nominate a “responsible person” who shall be responsible for the contract. The Contractor shall also ensure that a presence of a fully qualified/competent person is present at all times for the duration of the contract.

4.6.10 Use of reasonable skill and care

The provision of trained staff in the use of Sanitiser equipment, personal protective equipment and safety data sheet. (Training records to be provided).

The training of all staff shall be completed as per the agreed dates by Umgeni Water.

4.7. Co-operation with other services providers

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

4.8 Brief

General requirements

- The contractor is expected to complete a **Visitors COVID 19 declaration and daily temperature check** at the main gate prior to given access to the UW facility
- Personal protective equipment are not permitted to work on site.
- Should any of the employer's sites that form part of this contract, change ownership or become decommissioned during the duration of the contract, the site will be omitted from the contract.
- The employer to inspect and audit the performance as and when required.
- The service provider must provide evidence that the equipment is regularly maintained, tested and performs to specification, on request.
- Umgeni Water has the right to request the removal / replacement of any defective equipment in consultation with the service provider.
- Site management also has the right to investigate the cause and results of any incident.

- To provide safety data sheets to the site representative for all chemicals on site. The safety data sheets (16-point format) to comply with the requirements of the hazardous chemical substance regulation of the OHS Act 85 of 1993.
- Comply with Umgeni Water's site-specific Security, Safety, Health Environment and Quality procedures.

4.9 Applicable national and international standards

- National Regulator for Compulsory Specifications Act NRCS (Act no 5 of 2008)
- SANS, 54885 ,53610 and other applicable Codes
- The Occupational Health & Safety Act 85 of 1993.
- National Environmental Management Waste Act
- Compensation for Occupational Injuries and Diseases Act

4.10. Particular/Generic specifications

The contractor shall follow the instructions of the worksite management, at all times.

4.11 Approvals

For all services, the service provider must obtain prior approval from the employers' representative.

Should there be a need for cleaning staff to work after hours or on weekends during special events, the site management will inform the supervisor so that the necessary arrangements can be made.

4.12 Access to land, buildings and worksites

Compulsory SHEQ site inductions will be conducted prior to commencement of the contract and annually thereafter for all staff. A week's notification is required for inductions to be conducted.

All staff is to adhere to Umgeni Water's security and access control procedures.

Site working hours

Working Day: 07h00 – 16h00 (Excluding public holidays and weekends), arrangements can be made with site management depending on the urgency of the services required.

4.13 QUALITY MANAGEMENT

SABS ISO certification or a documented Quality Management System will be an advantage. The service provider will be required to work to Umgeni Water's Quality Management standards.

4.14 Format of communications

All communications will be conducted telephonically, via e-mails, reports and meetings.

All service report shall be signed off by Umgeni Water Representative once the service is completed on the day. For any urgent matters such as incidents, the site representative shall be contacted telephonically immediately.

4.15 Key Personnel

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

4.16 Management meetings

Quarterly meetings are to be held with site management.-Not sure, if this is applicable

- A minimum of one site inspection to be undertaken by the contractor's representative monthly, in order to determine standards are met.
- Special meetings and inspections will be on request by either party.

4.17 Forms for contract administration

Umgeni Water has standard forms for contract administration and reporting purposes, these forms/templates will be issued to the successful service provider

Umgeni Water reserves the right to increase or decrease the number of units to be cleaned and frequency of cleaning based on growth and development of these sites. This will be undertaken through the Supply Chain Management department and site management.

Claims must be submitted each month to the superintendent and shall consist of statement, invoice and the required backup documents. Once approved by the superintendent, all documents shall be submitted for payment.

4.18 Electronic payments

The service provider shall complete the suppliers' database registration form after the award of the contract.

4.19. Daily records

A list of all staff on site must be provided.

4.20 Payment certificates

Claims must be submitted by the 25th day of each month to the superintendent and shall consist of statement, invoice and the required backup documents. Once approved by the superintendent who shall submit to finance for payment by the end of the month following the date of the invoice.

4.21. Proof of compliance with the law

4.21.1 Salaries

- The services provider shall pay its entire staff at or above the wage rates in terms of the Department of Labour – Basic Conditions of Employment.
- The employer reserves the right to inspect wage records of the successful supplier throughout the duration of the contract.

4.21.2 General Safety

- Basic Health, Safety and Environmental, handling of Chemical Substances and use and maintenance of personal protective equipment awareness training is required.
- The service provider must operate/comply in accordance with the requirements of the appropriate laws with specific attention being drawn to the Occupational Health and Safety

Act, Compensation for Occupational Injuries and Diseases Act and the National Environmental Management Act (Waste Management Act) and their regulations.

- Caution boards must be displayed during execution or service delivery for safety reasons.
- Suitable and adequate Personal Protective Equipment and uniforms must be issued to each employee in accordance with requirements of each particular site e.g. safety shoes must be worn on all sites, and in compliance with the Occupational Health and Safety Act.
- All employees must be provided with uniforms to cater for all weather conditions and be presentable at all times.
- The contractor is to maintain records for the issue of personal protective equipment and training on the safe and correct use thereof.
- The Supervisor on a monthly basis, must inspect uniforms and personal protective equipment and records must be maintained.
- Defective uniforms and personal protective equipment are to be replaced immediately.
- Equipment to be used must comply with the rules and regulations of Occupational Health and Safety Act (Act 85 of 1993)
- The contractor to provide updated Material Safety Data Sheets (16-point format) of chemicals/ herbicides/fuel used on site as outlined by the Hazardous Chemical Substances Regulations under the Occupational Health and Safety Act (Act 85 of 1993).
- To ensure that all chemical containers are labelled correctly.
- To provide drip trays for the decanting of chemicals
- Where a ladder is used, ensure a second person is available to secure the ladder for the duration of the task. The ladder must be in a good working condition and be made of steel
- Valid Letter of good standing to be forwarded to each site.
- Copies of Identity documents for all staff must be made available to site. Child labour may not be utilised.
- **A contractor's SHE file to be submitted 7 days after award of tender.**

Table below identifies site personal protective equipment requirements that must be SABs approved, but not limited to the following:

Personal Protective Equipment (PPE)
Safety shoes/Gum boots
Gumboots (Where required)
Hazmat suits
Face shields
Ear Protection (Where required)
Masks

BOQ- Attached

5. ELIGIBILITY/EVALUATION CRITERIA

5.1 ELIGIBILITY

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;
- d) The Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor.

5.2 EVALUATION METHOD:

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

5.3 INSTRUCTION TO TENDERERS

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

6.PRICE PAGE

TENDERER'S NAME AND ADDRESS		DETAILS OF PURCHASING OFFICE		
COMPANY NAME:		UMGENI WATER (HEAD OFFICE) Supply Chain Management Unit 310 Burger Street Pietermaritzburg,3201 Enquiries: NOZIPHO SIBIYA Tel no.: 033 341 1324 Email: NOZIPHO.SIBIYA@UMGENI.CO.ZA		
ADDRESS:				
COMPANY REG. NUMBER:				
CONTACT NO.				
CONTACT PERSON				
REFERENCE (REQ NO.)	CLOSING DATE & TIME	VALIDITY PERIOD:	30	DAYS
Q22/176/NS (A)	30 SEPTEMBER 2021 @15H00			

UMGENI WATER SITES DECONTAMINATION SERVICES FOR COVID19 POSITIVE CASES AS AND WHEN REQUIRED FOR 5 MONTHS

PERIOD

6 months (Mini -contract)

DURATION

SITE	AREA	Unit of Measure	RATE PER SERVICE (INCL. VAT)
PMB REGION			
310 BURGER ST H/OFFICE	PMB	10226	
321PRINCE ALFRED	PMB	600	
346 BURGER STREET	PMB	600	
ALBERT FALLS DAM	ALBERT FALLS	135	
ALBERT FALLS WWWN	ALBERT FALLS	35	
ALBERT FALLS WWWS	ALBERT FALLS	35	
APPELSBOSCH	APPELSBOSCH	25	
AREA WEST OFFICE	HOWICK	600	
CAMPERDOWN	CAMPERDOWN	30	
COOLAIR	DALTON	130	
CRAIGIEBURN WW	CRAIGIEBURN	400	
D V HARRIS WW	TOWN BUSH RD PMB	1100	
DARVILL LAB	PMB	1700	
DARVILL WORKSHOP	PMB	160	
DARVILL WWW	PMB	1700	
EZAKHENI WW	LADYSMITH	1100	
HENLEY DAM	EDENDALE	120	
HOWICK & Pump Stations	HOWICK	350	
IXOPO WW	IXOPO	55	
IXOPO WWW	IXOPO	55	
LIDGETTON WATER	LIONS RIVER	30	

LOWER THUKELA WW	MANDINI	800	
LYNNFIELD PARK	LYNFIELD PMB	65	
MEARNS	GREYTOWN	100	
MHLABATSHANE	HIGHFLATS	1000	
MIDMAR DAM	MIDMAR	100	
MIDMAR WORKSHOP	MIDMAR	100	
MIDMAR WW	MIDMAR	200	
MKONDENI(WORKSHOP,CONSTRUCTIONS WORSHOPS)	MKONDENI	6722	
MPOFANA WATER	MOOI RIVER	100	
MPOFANA WWW	MOOI RIVER	100	
OLIFANTSKOP WW	NEWCASTLE	500	
RICHMOND	RICHMOND	85	
ROSETTA WATER	HOWICK	30	
SPRING GROVE	GREYTOWN	300	
TUGELA ESTATE	LADYSMITH	100	
DURBAN REGION			
DURBAN HEIGHTS	RESERVOIR HILLS	11000	
ELLINGHAM PUMPSTATION	UMZINTO	100	
AMANZIMTOTI	AMANZIMTOTI	3000	
HARDING	HARDING	5000	
HAZELMERE DAM	HAZELMERE	500	
HAZELMERE WW	HAZELMERE	1100	
HILLCREST	HILLCREST	5000	
INANDA DAM	INANDA	800	
LUDEKE	BIZANA	200	
MAPHEPHETHENI WW	GROUTVILLE	60	
MAPHUMULO WW	MAPHUMULO	200	
MTHWALUME	MTHWALUME	600	
NAGLE DAM	NAGLE DAM	1000	
NUNGWANA DAM WALL	MBUMBULU (R603 Route from DBN to PMB)	150	
PINESIDE	NEW GERMANY	2500	
QUARRY RESERVOIR	Mkoomas (Next to Sappi Saiccor)	100	
UMHLALI	UMHLALI	500	
UMZINTO (Umzinto and EJ Smith Pumpstations	UMZINTO	2500	

UTHUKELA REGIONAL OFFICE	LADYSMITH	1500	
WEZA	KOKSTAD	300	
WIGGINS PEF	RESERVOIR HILLS	950	
WIGGINS WW	RESERVOIR HILLS	4000	
KING CETCHWAYO DISTRICT MUNICIPALITY (KCDM)			
Mfongosi Package Plants	NQUTHU	1 324.6	
Middledrift WTW	NKANDLA	36 494.36	
UThukela Package Plant	NKANDLA	274.82	
Melmoth Package Plant	MELMOTH	2 885.27	
Inkandla Bulk	NKANDLA	5 172.75	
Mvutshini WTP	NKANDLA	2 070.83	
Qhudeni WW	NKANDLA	451.87	
Fort Louis Package Plant	NKANDLA	451.00	
Khombe WW	NKANDLA	1214.17	
Kwabadala WW	NKANDLA	2187.10	
Ophindweni Package Plant	NKANDLA	291.04	
Pikiliyeza WW	NKANDLA	1333.86	
Bangindoda Package Plant	ESHOWE	782.35	
Donsintaba Package Plant	ESHOWE	274.00	
oFasimba Package Plant	EMPANGENI	618.92	
oBanjeni WW	MTHUNZINI	679.97	
Catherine Booth WW	GINGINDLOVU	1275.99	
Ekuphumuleni Hospital Pump Station	EMPANGENI	723.95	
Ekuphumuleni Hospital & Community WTP	EMPANGENI	2047.13	
Vuma Package Plant	ESHOWE	2 056.29	
Mbongolwane WTP	ESHOWE	2 485.61	
Gingindlovu WW	GINGINDLOVU	8 848.71	
Nomponjwana WW	NKANDLA	2 218.45	
Nkanyezi Package Plant	EMPANGENI	451.00	
Ntombokazi Package Plant	EMPANGENI	274.00	
Mthunzini WW	MTHUNZINI	10 362.38	
Nohhahha Package Plant	EMPANGENI	1312.48	
Kholweni Package Plant	EMPANGENI	666.38	
Eshowe WW	ESHOWE	30 442.68	
Greater Mthonjaneni WW	ESHOWE	42 900.65	

6.1 **Price Declaration**

This is a rate based RFQ- The total price of the RFQ will not apply since this mini contract will only cater for (Adhoc Services) Covid19 positive cases as and when the decontamination service is required.

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.

7.DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudging authority where:-
 - a) the bidder is employed by the state; and/or
 - b) the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution _____

Any other particulars: _____

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

If yes, did you attached proof of such authority to the quotation document? YES ☐ NO ☐

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.

2.7.2.1 If no, furnish reasons for non-submission of such proof: _____

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members **YES** ☐ **NO** ☐
or their spouses conduct business with the state in the previous twelve months?

2.7.4 If so, furnish particulars. _____

2.7.4.1 Do you, or any person connected with the bidder, have any relationship (family, friend, other) **YES** ☐ **NO** ☐
with a person employed by the state and who may be involved with the evaluation and or adjudication
of this quote?

2.7.5 If so, furnish particulars. _____

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, **YES** ☐ **NO** ☐
friend, other) between any other bidder and any person employed by the state who may be
involved with the evaluation and or adjudication of this quote?

2.10.1 If so, furnish particulars. _____

2.11 Do you or any of the directors / trustees / shareholders / members of the company have **YES** ☐ **NO** ☐
any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars. _____

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION OF INTEREST (SBD 4) Cont....

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE QUOTATION OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____ Signature	_____ Company Name	COMPANY STAMP
_____ Sigantary's Position	_____ Date	
TEL/ Cell: _____	Email: _____	

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

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

7.1.1 If yes, indicate:

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

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

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

9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.2 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

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

9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

10.CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Quotation:

Quote Number: _____ Description: _____

in response to the invitation for the bid made by: _____

(Name of Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

CERTIFICATE OF INDEPENDENT BID DETERMINATION (Cont...)

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

12.CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

Signature: _____

Date: _____

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

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

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

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

SIGNED AT _____ ON _____/_____/_____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

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