

|                                                                                   |                              |  |                                                                       |
|-----------------------------------------------------------------------------------|------------------------------|--|-----------------------------------------------------------------------|
|  | <b>REQUEST FOR QUOTATION</b> |  | Form No: UW-RFQ-2<br>Version No: 1.1/2020<br>Effective Date: Jul 2020 |
|                                                                                   | <b>RFQ No: Q22/657/ZC(A)</b> |  |                                                                       |

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

|                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                               |               |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|
| Advert Date:                                                                                                                                                                                                                                                                                                                                                               | 21 July 2022                                                                                                                                  |               |       |
| RFQ Ref Number:                                                                                                                                                                                                                                                                                                                                                            | Q22/657/ZC(A)                                                                                                                                 |               |       |
| Description Of Goods/Services:                                                                                                                                                                                                                                                                                                                                             | WATER USE LICENSE APPLICATION FOR MPOFANA WASTEWATER WORKS                                                                                    |               |       |
| Closing/Due Date:                                                                                                                                                                                                                                                                                                                                                          | 29 July 2022                                                                                                                                  | Closing Time: | 15h00 |
| Compulsory Briefing / Clarification meeting:                                                                                                                                                                                                                                                                                                                               | NOT APPLICABLE                                                                                                                                |               |       |
| Documents Are Obtainable From:                                                                                                                                                                                                                                                                                                                                             | UMGENI WATER (HEAD OFFICE)<br>Supply Chain Management Unit<br>310 Burger Street,<br>Pietermaritzburg,3201                                     |               |       |
| SCM Procedure Enquiries may be directed to:                                                                                                                                                                                                                                                                                                                                | Zakhele Cele<br>Tel No. 033 341 1313<br>Email Address: <a href="mailto:Zakhele.cele@umgeni.co.za">Zakhele.cele@umgeni.co.za</a>               |               |       |
|                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                               |               |       |
| Submissions:                                                                                                                                                                                                                                                                                                                                                               | By 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: Ntokozo Sosibo<br>Email: <a href="mailto:Ntokozo.Sosibo@umgeni.co.za">Ntokozo.Sosibo@umgeni.co.za</a><br>Tel : (033) 341-1131 |               |       |
|                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                               |               |       |
| Contents                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                               |               |       |
| 1. Invitation Cover Page<br>2. Information about the Tenderer<br>3. Terms and conditions of Request for Quotation (RFQ)<br>4. RFQ Specification/s or Scope of Work/ Service Requirements<br>5. Price Page / Costing Schedule<br>6. Preferential Procurement Claim form<br>7. Bidders Disclosure Form<br>8. Certificate of Acquaintance with RFQ T&Cs.<br>9. 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).**

## 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**

## 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](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 are 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:** \_\_\_\_\_

# **SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:**

## **WATER USE LICENSE APPLICATION FOR MPOFANA WASTEWATER WORKS**

### **SCOPE OF WORK**

#### **1. Employer's objectives**

The primary objective for this project is to procure the Professional Service Provider to undertake a water use licence application for Mpofana Wastewater Works (WWW) to ensure that Umgeni Water (UW) complies with the Section 21 of National Water Act.

#### **2. Description of the services**

The National Water Act, Act No. 36 of 1998 (NWA), requires that water use licences are obtained before any water use activity or development can be undertaken. Water use is defined as undertaking activities that have an impact on a water resource. The impact may be on the amount of water in the resource, the quality of water in the resource and the environment surrounding the resource. Section 21 of the NWA lists 11 water uses as requiring a water use licence before any activity can be undertaken. Umgeni Water as a water service provider (potable and wastewater) utility, has operations that trigger some of the water uses and thus require water use licences. Of the 11 listed water uses, four (4) are applicable to this report and include:

- Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduits (discharging final effluent to the river); and
- Disposing of waste in a manner which may detrimentally impact on a water resource (sludge solids disposal);
- Impeding or diverting the flow of water in a watercourse;
- Altering the bed, banks, course or characteristics of a watercourse.

Umgeni Water has to legitimise these water uses as per the NWA and relevant regulations. The purpose of this procurement is to fulfil the legislative requirement by complying with Section 21 of the NWA and undertake the water use licence and specialist studies for Mpofana WWW.

#### **3. Extent of the services**

A Professional Service Provider is required to undertake all procedures necessary to obtain Water Use Licences for the site as detailed in Table 1 and Table 2.

#### **4. Use of reasonable skill and care**

[N/A ]

#### **5. Co-operation with other services providers**

The Professional Service Provider will be a key member of the Project Team and will report to the Umgeni Water Project Manager for the project.

## 6. Brief (description of the project and the coordinates if available)

A Professional Service Provider is required to undertake the specialist studies required for water use licence application for the following plants:

- Mpofana WWW

## 7. Detailed Scope

A Professional Service Provider is required to undertake all tasks required to obtain Water Use Licences for the site as detailed Table 1 and Table 2. In compliance with the National Water Act (NWA), Act 36 of 1998, it is necessary to undertake a water use license application for the following water uses:

- Section 21 (c) Impeding or diverting the flow of water in a watercourse;
- Section 21 (i) Altering the bed, banks, course or characteristics of a watercourse;
- Section 21 (f) Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduit;
- Section 21 (g) Disposing of waste in a manner which may detrimentally impact on a water resource;

A Professional Service Provider is to undertake the application process together with the required specialist studies. Various tasks to be undertaken shall include:

- Pre-application consultation with the Department of Human Settlement, Water and Sanitation (DHSWS)
- Undertaking a Public Participation in relation to the WULA
- Conduct investigations, assessments and compile reports thereof. The following studies will need to be undertaken
  - Aquatic Assessment Study
  - Water Balance
  - Storm water Management Plans
  - Soils Assessment Study
  - Integrated water and waste management plan

Table 1: Section 21(f) of National Water Act

| Name        | Coordinates                                                        | Water Use                                                                                                               |
|-------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Mpofana WWW | Latitude:<br>--29.2224969997747,<br>Longitude:<br>29.9936179995578 | Discharge water is meant to be reverted to the plant for recycling. Water treatment residues disposed at landfill site. |

Table 2: Section 21(g) of National Water Act

| Discharge Point | Coordinates | Water Use                                  |
|-----------------|-------------|--------------------------------------------|
| Mpofana WWW     | Latitude:   | Disposing of sludge on the sludge lagoons. |

| Discharge Point | Coordinates                                           | Water Use |
|-----------------|-------------------------------------------------------|-----------|
|                 | --29.2224969997747,<br>Longitude:<br>29.9936179995578 |           |

## 8. Time frames

The project is anticipated to be completed within a period of eighteen (18) months (to cater for both wet and dry season). The Professional Service Provider should provide a clear program identifying milestones and deliverables.

Corrections or revisions to the report and other documents prepared by the Service Provider are anticipated and shall be considered as part of the normal study process. No extension of time or fees shall be allowed for corrections as described herein above.

## 9. Technical information

Mpofana WWW will be undertaking an infrastructural augmentation project as it has been operating above the optimal capacity of 3.5 Ml/day which has led to a number of issues including quality non-compliances.

The scope of works for the project entails the following items that cover mechanical, civil and electrical & instrumentation aspects of the project:

### **Reactor 1:**

- Upgrade of existing activated sludge self-priming centrifugal pumps.
- Upgrade of existing feeder cables to AS pump motors.
- Installation of new field instruments on activated sludge sump and existing surface aerators.

### **Reactor 2:**

- Refurbishment of the decommissioned aeration basin to provide more biological aeration capabilities, which would encompass structural design of the new T-type steel supporting bridge and design of mechanical surface aerators.
- Design (sizing and selection), supply and installation of the gearbox transmissions and electric drive motors for surface aerators
- Activated sludge pump station design, pump selection (to operate in a negative suction lift sump-pump configuration within the aforementioned aeration basin) to pump mixed liquor / activated sludge to the clarifiers.
- Design (sizing and selection), supply and installation of feeder cables to surface aerators and AS pumps.
- Design, supply and installation of new field instruments and associated instrument cabling for surface aerators and AS pumps.

### **Clarifiers:**

- Construction of a Ø20 m Clarifier No. 3.
- Design, supply and installation of end carriage drive motor for Clarifier No. 3.

- Design (sizing and selection), supply and installation of feeder cables to Clarifier N0.3.
- Design, supply and installation of field instruments and associated instrument cabling for all three (3) clarifiers.

***Pipework:***

- Design (sizing and selection), supply and installation of pipes for augmented pipe network.
- Augmentation of pipeline routes on site.

***Splitter boxes:***

- Design of a new influent raw wastewater splitter box.
- Design of new AS and RAS splitter chambers.

***Access road:***

- Upgrade of the existing access road in the plant which is 100 metres in length with a width of 3 metres.

***Electrical & instrumentation:***

- Decommissioning of existing miniature substation.
- Installation of new miniature substation equipped with an MV circuit breaker rated at 630 A, an oil immersed transformer (630 kVA, 11 kV/420 V, 50 Hz) and an outgoing 420 V circuit breaker rated at 1000 A.
- Installation of a new Motor Control Centre (MCC) feeding the existing MCC (400 V) fed from the new miniature substation.
- Decommissioning of the outdoor Reactor 2 MCC.
- Installation of an outdoor standby diesel generator adjacent to the miniature substation.
- Installation of new Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) system.
- Modifications to the existing MCC room to accommodate a new MCC.
- Modifications to the mini-sub plinth to accommodate a new mini-sub and a new generator.

## **10. Reporting Requirements**

One project inception meeting will be required. The Service Provider should plan for monthly meetings during the study to update Umgeni Water on project progress. If project is on schedule, this meeting will be conducted via electronic means such as a teleconference.

## **11. Qualifications**

A successful service provider should possess the following qualifications and skills requirements to conduct a WULA:

- Post graduate degree in Environmental Sciences / Natural Sciences / Environmental Management.
- If the qualification was not obtained from South Africa, the tenderer is required to obtain SETA confirmation of the qualification to South African standards.
- Registration with SACNASP as a Professional Natural Scientist in the field of study.

### **Skills**

- Knowledge and understanding of environmental legislation and regulations.
- Ability to manage any specialist studies as may be identified or required.
- Ability to undertake water use licensing processes.
- Ability to prepare technical reports with sustainable recommendations

#### **Documentation Required**

Qualification certificates

SACNASP registration certificate

## **12. Deliverables**

The main deliverable for this project is the water use license for the site as detailed in Table 1 and Table 2. Other deliverables for this project include the following:

- Draft Report for all specialist studies: A hard copy and a CD containing the digital copy of the report must be submitted to Umgeni Water for review. A period of a week must be allowed for review.
- Final report for all specialist studies together with all other WULA documents: A hard copy and a CD containing the digital copy of the report must be submitted to the Client for review. A period of a week must be allowed for this task.
- Copies of all formal documentation submitted to the authorities in the application process
- Public Participation and obtaining signatures and necessary documentation required to complete the application and filling out of applicable forms for WULA
- Electronic copies of all specialist reports
- IWULA and technical report
- Water use license

## C2.2 Pricing Schedule

**Table 1. Work Stages and Proportion of Fee to be paid for completion of each stage**

| No  | Work Stage Description                                                                                   | Units | Quantity | Rate | Amount (R) |
|-----|----------------------------------------------------------------------------------------------------------|-------|----------|------|------------|
|     | <b>Water Use License Application:</b>                                                                    |       |          |      |            |
| 1.  | Pre-application consultation with DHSWS, liaison with DHSWS until Water Use Licences have been obtained. | Sum   | 1        |      |            |
| 2.  | Site inspection of all infrastructure footprints                                                         | Sum   | 2        |      |            |
| 3.  | Public Participation for WULA                                                                            | Sum   | 2        |      |            |
| 4.  | Integrated Water and Waste Management Plan                                                               | Sum   | 2        |      |            |
| 5.  | Aquatic Assessment and Report                                                                            | Sum   | 2        |      |            |
| 6.  | Storm water Management Plans                                                                             | Sum   | 2        |      |            |
| 7.  | Soil Assessment and Report                                                                               | Sum   | 2        |      |            |
| 8.  | IWULA and Technical Report                                                                               | Sum   | 2        |      |            |
| 9.  | Adhoc site visits and assessments                                                                        | No    | 5        |      |            |
| 10. | Sub Total 1: Total for all Work Stages                                                                   |       |          |      |            |
| 11. | Subtotal 2: Add 10% contingency to subtotal 1                                                            |       |          |      |            |
| 12. | 15% VAT of Subtotal 2                                                                                    |       |          |      |            |
| 13. | <b>Total Fee Amount including VAT</b>                                                                    |       |          |      |            |

### 3.1 **Price Declaration**

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

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

**The following must be noted:**

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

## 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

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

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

**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)

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **UMGENI WATER** in accordance with the requirements and specifications stipulated in **Quote** number \_\_\_\_\_ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of tender.
  
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);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - The tenderer completed the Bidders Disclosure Form;
    - 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 goods and/or works 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 fulfilment 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 - PURCHASE OF GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| ITEM DESCRIPTION<br>BOQ(ATTACHED) | PRICE (ALL<br>APPLICABLE TAXES<br>INCLUDED) | DELIVERY<br>DATE /<br>PERIOD | B-BBEE STATUS<br>LEVEL OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD<br>FOR LOCAL<br>PRODUCTION<br>AND CONTENT (if<br>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: \_\_\_\_\_

## 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:
  - (iv) 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;
    - The tenderer completed the Bidders Disclosure Form;
    - Umgeni Water's Standard Conditions of Tender;
  - (v) General Conditions of Contract; and
  - (vi) 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 fulfilment 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)**

4. 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).
5. An official order indicating service delivery instructions is forthcoming.
6. 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<br>SERVICE | PRICE (ALL<br>APPLICABLE TAXES<br>INCLUDED) | COMPLETION<br>DATE | B-BBEE STATUS<br>LEVEL OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD<br>FOR LOCAL<br>PRODUCTION<br>& CONTENT<br>(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: