

## 1. INVITATION TO QUOTE

<b>Description</b>	Supply, Hosting, Installation, Maintenance, and Support of the uMngeni Water Services E-Learning Moodle Application Platform for a Period of Four (4) Years
<b>Advert Date</b>	11 February 2026
<b>Closing Date and Time</b>	24 February 2026 @ 12:00 pm
<b>Compulsory Briefing Session</b>	<p><b>Briefing date: 19 February 2026</b></p> <p><b>Time: 10:00 am</b></p> <p>Virtual Teams Meeting:</p> <p><b>Meeting ID: 332 210 019 942 90</b></p> <p><b>Passcode: DZ7ds7QX</b></p> <p>Bidders must ensure that they submit via email their documents to the clarification meeting for signing purposes and confirming attendance.</p>
<b>SCM Enquiries</b>	<p>Name: Mbali Dimba</p> <p>Tel: 078 127 1506</p> <p>Email: mbali.dimba@uuw.co.za</p>
<b>Technical Enquiries</b>	<p>Name: Mbali Dimba</p> <p>Tel: 078 127 1506</p> <p>Email: mbali.dimba@uuw.co.za</p>
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Quotation Submission:	Tip-Offs Anonymous Hotline:
<p>Quotations clearly marked, Using the quote number and RFQ description as a subject.</p> <p>Quotations MUST be dropped at the tender box, addressed to:</p> <p><b>No.6 The Boulevard Westway Westville Durban 3235</b></p> <p>Submission of quotations received after 12h00 pm will not be accepted.</p> <p><b>N.B Emailed quotations will not be accepted</b></p>	<p>Report unethical conduct at uMngeni Water Services to:</p> <p>The Office of the Managing Director Attention: The Managing Director Email: <a href="mailto:Peter.Thompson@uww.co.za">Peter.Thompson@uww.co.za</a></p> <p>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous</p>

**2. BIDDERS INFORMATION**

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

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

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Name of Representative

(Duly Authorised)

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Signature

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Date

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

1. Any alteration made by the bidder must be initialled.
2. Use of correcting fluid is prohibited
3. Bidders must be registered on the National Treasury's Central Suppliers Database.
4. Tenderers are required to submit a valid Tax clearance verification PIN or CSD MAAA number
5. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
6. The applicable preference point system for this tender is the 80/20 preference point system, Failure on the part of a tenderer to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder. Kindly refer to SBD 6.1 form for additional information.
7. Suppliers must complete the attached SBD 4 – Bidders disclosure, failure to complete these documents may result in the quotation being invalidated.
8. Quotations must be in accordance and comply with the terms of reference/specifications provided, unless otherwise stipulated.
9. The official uMngeni Water quotation form must be used to quote the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
10. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
11. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
12. This document may contain confidential information that is the property of uMngeni Water.
13. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from uMngeni Water and the Bidder.
14. All Copyright and Intellectual Property herein vests with uMngeni Water and its Bidder.
15. Responses to this RFQ must be submitted to **No.6 The Boulevard, Westway, Westville, Durban, 3235** in the tender box situated as indicated on the quotation request form marked appropriately as directed. (*The applicable submission method is reflected on the cover page.*)
16. It is the responsibility of the bidder to ensure that its response reaches uMngeni Water on or before the closing date and time of the RFQ. Late and incomplete submissions will not be accepted.
17. No services must be rendered or goods delivered before an official uMngeni Water Purchase Order form has been received.
18. uMngeni Water reserves the right to appoint more than one supplier/service provider and or to award the quote as whole or in part.
19. A full copy of General Conditions of Contract (GCC) are available on the National Treasury website (<https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/general%20conditions%20of%20contract.pdf>)

**4. UNDERTAKING BY BIDDER**

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to uMngeni Water on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

(a) The offer herein shall remain binding upon me and open for acceptance by uMngeni Water during the validity period indicated and calculated from the closing time of the quote;

(b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, uMngeni Water's Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we am fully acquainted;

(c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so. uMngeni Water may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between uMngeni Water and I/us. I/we will then pay to uMngeni Water any additional expenses incurred for having either to accept any less favourable quote or, if a fresh quote has to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes. uMngeni Water shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract, or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss uMngeni Water Service 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):

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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 judgment 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 have concerning this quote or any related quotations by completion of the Declaration of Interest Section.

7. I/we, the undersigned, who warrant that I am duly authorised to do so on behalf of the tenderer, certify that the information supplied in terms of this document is correct and true, that the signatory to this document is duly authorised and acknowledge that:

(1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the uMngeni Water, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false, then uMngeni Water Services, in addition to any remedies it may have, may: -

- a) Recover from the contractor all costs, losses or damages incurred or sustained by uMngeni Water Services as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which uMngeni Water Services may suffer by having to make less favourable arrangements after such cancellation.

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Name of Representative

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Signature

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Date

(Duly Authorised)

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## 5. RFQ DESCRIPTION

The RFQ description for the services of the supply, hosting, installation, maintenance and support of the uMngeni Water Services e-learning Moodle platform for a period of four years.

## 6. BACKGROUND

uMngeni Water Services (UWS) is a wholly owned subsidiary of uMngeni-uThukela Water Board. One of the mandates of uMngeni Water Services is to provide capacity building interventions in the water industry through the uMngeni Water Services Institute of learning (UWSIL).

## 7. UMNGENI WATER SERVICES SITES

uMngeni Water Services primary offices are based at **No.6 The Boulevard, Westway, Westville, Durban, 3235.**

## 8. BRIEFING SESSION

All potential bidders are expected to attend a virtual compulsory briefing session that will be hosted via Teams. The meeting details are:

Briefing date: 19 February 2026

Time: 10:00 am

Virtual Teams Meeting:

**Meeting ID: 332 210 019 942 90**

**Passcode: DZ7ds7QX**

## 9. APPLICATIONS EXECUTIVE SUMMARY

uMngeni Water Services has different applications which are all individually deployed, supported and maintained. Most of the applications are hosted internally, but some are hosted externally and in the cloud. Through these different initiatives, UWS has implemented applications that aim to support the departmental business needs. The current application caters to a different aspect of UWS business, which is training and administrative support. The following are applications that support the core business:

The Moodle system will be integrated with the uMngeni Water Student Information System (UWSIS). The UWSIS is currently under implementation and will provide management and administration of the training process for UWSIL. The areas of focus of the UWSIS include Quotations, Learner Registrations, Learner Information Management, and overall support on the training management cycle.

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## 10. DESCRIPTION OF GOODS/ SERVICES REQUIRED

UWS implements eLearning to provide flexible, cost-effective education, training and development interventions, which can be rolled out to scale in the public service. The intent of this tender is to install and provide the support and maintenance for the UWS Learning deployments for Facilitated eLearning Courses and Open eLearning Courses. The Moodle LMS (Open-Source version) to be deployed shall be the most stable version. Learners from both the public and private sector need to be able to access the system. It should be accessible via the internet both nationally and internationally.

The Moodle LMS (Open-Source version) to be deployed will be hosted on a cloud-based platform that is scalable, and the hosting hardware infrastructure will be provisioned upfront by either the appointed Services provider or an alternate Services Provider prior to the start of the Moodle LMS software installation. Note that all the data (including any offshore encrypted backups) will remain fully the property of uMngeni Water Services.

## PROCUREMENT STRUCTURE AND AWARD OPTIONS

UWS requires both (i) Hosting Infrastructure Support (cloud hosting, operating system, middleware and database engine administration) and (ii) Moodle Application Support (application-layer installation, configuration, maintenance, user support and integrations) (iii) Combined Hosting + Moodle Application Support (single provider). Bidders must submit pricing for all options for the following:

- Hosting Infrastructure Support.
- Moodle Application Support.
- Combined Hosting + Moodle Application Support (single provider).

UWS further reserves the right to appoint different service providers for Hosting and Moodle Application Support, or a single provider for both components, and to select the most advantageous permutation based on the technical evaluation outcomes and pricing submitted.

## 11. APPLICATION AND TECHNICAL REQUIREMENTS

### A. PURPOSE

The intent and purpose of this Request for Quotation (RFQ) is to solicit sealed quotations to establish a Service Level Agreement (SLA) with a qualified service provider for the Supply, Hosting, Installation, Maintenance, and Support of the Moodle Learning Management System (LMS) Application platform. The appointed service provider must ensure seamless continuation of the current deployments and provide a solution that will ensure a stable, highly available, and functional eLearning platform for UWS.

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## A. MOODLE APPLICATION SUPPORT REQUIREMENTS

The following are application support and maintenance requirements:

### SOFTWARE SUPPORT AND MAINTENANCE

Moodle is open source; the appointed service provider is required to take full responsibility for the maintenance and support of the Moodle application layer, including configuration, plugins, themes and integrations, excluding hosting, infrastructure, operating systems, network, and database server administration.

- Timously upgrade Moodle application layer to the most appropriate and stable version as per the Moodle release calendar ( <https://moodledev.io/general/releases> ), as well as per the recommendations of the eLearning Business Unit at UWS.
- Install identified Moodle plugins as and when required (Time and Material based, defined in the Service Level Agreement (SLA)).
- Deployment and updating of Moodle Plugins as per industry standard and the requirements of UWS.
- Provide ongoing integration support for the uMngeni Water Services Information System.
- Troubleshoot and resolve any code-related errors.
- Troubleshoot and resolve Moodle application-layer database issues (e.g., queries, configuration, application errors) and escalate database engine/server-level issues to the Hosted Infrastructure Service Provider.
- Full support for the customization and deployment of Moodle themes to ensure brand alignment and user experience standards.

### SYSTEM MAINTENANCE & SERVICE BOUNDARIES:

To ensure seamless operations and **uninterrupted service availability**, the responsibility for system health is governed by a **Shared Responsibility Model** divided between the service provider (Application Layer) and the infrastructure service provider (Hosting & OS Layer).

Threshold breaches related to infrastructure (CPU, RAM, networking, storage, server load, database server health) will be reported to the infrastructure service provider for remediation. The service provider does not perform server-level tuning or direct infrastructure remediation.

**The service provider** performs Moodle application maintenance, while infrastructure and server maintenance remain the responsibility of the infrastructure service provider.

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- Monthly patching of the Moodle application and Moodle plugins.
- Overseeing and coordinating platform releases and upgrades in alignment with UWS processes.
- Application-level change control and documentation.
- Reviewing backup status from the Moodle application perspective and coordinating with the infrastructure service provider when infrastructure issues arise.

The following services are excluded from this tender as they are the responsibilities of the Infrastructure Hosting service provider:

- Applying OS-level, database engine, PHP, web server, and infrastructure security patches.
- Managing the hosting environment, cloud servers, load balancers, and storage.
- Executing infrastructure-level disaster recovery processes.
- Maintaining and validating automated server backups and system snapshots.

#### **SECURITY & COMPLIANCE:**

Service provider will provide guidance and oversight but not execute infrastructure related maintenance.

The service provider will support **application-level security** and coordinate with the Hosted Infrastructure service provider where infrastructure-level action is required.

Service provider responsibilities include:

- Verifying that SSL certificate and domain renewals executed by the Hosted Infrastructure service provider are current and correctly applied on the Moodle application.
- Monitoring upcoming domain and certificate expiry dates and notifying UWS and/or the Hosted Infrastructure service provider in advance so that renewals can be actioned timely.
- Identifying Moodle-level security risks (e.g., insecure configurations, outdated plugins).
- Application-layer incident response support and reporting.
- Advising on web-application firewall behaviour in relation to Moodle usage patterns.
- service provider does not perform domain renewals or DNS changes; these actions remain the responsibility of the Hosted Infrastructure service provider.

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## COURSE AND CONTENT SUPPORT

- Support for User and student administration (account updates, role assignments, enrolments).
- Support for Management of course assets: upload, edit courses, and create/load certificates (non-programming changes).
- Moodle platform administration (1<sup>st</sup> and 2<sup>nd</sup> line support relating to the application).
- Application-focused Moodle administration training to relevant staff.
- Support for learning activities and assessments
- Management of enrolment methods
- Content troubleshooting and optimization
- Advisory guidance relating to Moodle configuration dependencies that may impact performance on the hosting environment.

## MOODLE ADMINISTRATION AND SUPPORT

- Configuration and administration of Moodle LMS
- Management of site settings and permissions
- User account creation, role assignment, and access control
- Category, course, and cohort management

## INCIDENT AND PROBLEM MANAGEMENT

Service provider will respond to incidents and service requests within the Moodle application, with escalations to the Hosted Infrastructure service provider where relevant.

Examples of service provider responsibilities:

- Technical troubleshooting at application level
- Root cause analysis for recurring issues
- Coordination with hosting provider where required
- Defined response and resolution times (SLAs)

Service provider will diagnose and escalate appropriately, respond to incidents and requests in accordance with agreed service levels:

- **P1:** Urgent system outages
- **P2:** Impaired but operational systems
- **P3:** Low-priority changes, issues, or tasks

## SERVICE LEVEL KPI'S

Priority Level	Description	Acknowledgement Time	Resolution Time
P1 (Critical)	System down (Urgent Incident)	Within 10 minutes (during contracted working hours)	<ul style="list-style-type: none"> <li>workaround/restore within 4 hours (where within Moodle scope)</li> <li>final resolution: within 1 business day, subject to infrastructure dependencies</li> </ul>
P2	System impaired (Major Issue)	Within 60 minutes (during contracted working hours)	Up to 4 hours
P3	Low-priority change/request	Within 1 business day	Within 3 business days

## GENERAL PROVISIONS

The service provider role is focused entirely on the Moodle application itself. All server hosting, infrastructure, operating systems, networking, cloud platforms, security hardening, and database server administration are the full responsibility of the Hosted Infrastructure service provider.

Service provider may highlight issues or provide advice where Hosted infrastructure affects Moodle's performance, but service provider does not manage, fix, optimise, or guarantee the availability of any underlying infrastructure.

## REPORTING AND DOCUMENTATION

- Monthly support and incident reports
- Change logs and configuration documentation
- Knowledge transfer and operational documentation

## HEALTH MONITORING

Service provider does not assume responsibility for server-level administration, OS patching, cloud hosting tasks, domain/DNS management, or infrastructure change control.

The service provider will monitor Moodle application availability and behaviour and will surface issues that may require investigation by the Hosted Infrastructure service provider.

Scope includes:

- Monitoring and alerting on the Moodle application's availability and responsiveness.
- Identifying threshold exceptions related to Moodle-level performance indicators (e.g. cron execution, queue workers, Redis object cache behaviour, database response from the application layer).
- Weekly quality-control reviews of the Moodle application's performance.
- Pushing alerts to designated communication channels.
- Weekly analytics and Moodle telemetry reporting.

#### **HELP DESK**

- Provide second and third level support to UWS Moodle administrators on issues relating to Moodle application through a Helpdesk (email and telephonic).
- Response time is 1 hour between 08:00–17:00 Monday to Friday (business days), via helpdesk email/telephone, and resolution is aligned to the P1–P3 timelines.
- Remote Troubleshooting of operational issue
- Bug fixing as per upstream stable release milestones from Moodle community

#### **WHATSAPP INTEGRATION (API\_ PROVISIONAL SERVICE)**

As part of the Moodle application support services, the service provider must support integration with the WhatsApp Business Platform (Meta) to enable operational communication between UWS, facilitators, and learners.

The WhatsApp integration will be used for transactional and utility messaging only, including but not limited to:

- System notifications and alerts
- Course announcements
- Assessment reminders
- Learner support communications

#### **The service provider shall:**

- Configure and maintain the Moodle WhatsApp integration plugin

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- Integrate the Moodle platform with a Meta-approved WhatsApp Business Solution Provider (BSP)
- Ensure compliance with WhatsApp Business Platform policies and applicable data-protection legislation (including POPIA)
- Ensure that WhatsApp messaging is handled externally to the Moodle hosting environment so that the Moodle platform is not classified as a messaging or spam source

### **Cost Treatment**

WhatsApp Business Platform message fees and any related BSP charges shall not form part of the fixed SLA pricing and must be treated as a provisional pass-through cost, billed at actual usage based on Meta-approved pricing.

The indicative usage assumption for budgeting purposes is:

- Approximately 300 learners per month
- Receiving two (2) WhatsApp messages per week per learner

Actual usage may vary and will be reconciled against supplier invoices.

### **TRAINING**

The additional provision of training as and when required throughout the contract period, may be cost defined on a time-and- material basis.

### **SERVICE LEVEL AGREEMENT**

The aim is to enter into a contract for the delivery of the mentioned services at an agreed cost and level of performance for a period of four years. The service provider must provide support in all of the areas mentioned above.

The service provider may indicate additional services they intend to offer over and above those specified. This should be outside of the costing and be applicable on a Time and Material basis.

The service provider must also, from time to time, recommend and/or advise UWS on the latest and cost-effective methodologies to deliver Moodle application support and maintenance services, and to interface effectively with hosting and infrastructure services.

- The Service Legal Agreement review will take place quarterly

- Performance of the service provider and services will be evaluated by UWS for compliance and quality. Poor performance could have financial penalties and could result in the cancellation of the contract.

## HOSTING INFRASTRUCTURE SUPPORT REQUIREMENTS

This section defines the Hosting & Infrastructure Support requirements for the Moodle platform. These services cover cloud hosting, operating system, web server/runtime, database engine, networking and security hardening. Moodle application-layer configuration and support are addressed separately under the Moodle Application Support requirements.

## HOSTING SUPPORT AND MAINTENANCE

Provision of secure, scalable cloud hosting (AWS/Azure or equivalent) suitable for national and international internet access.

Provisioning, securing, patching, backing up, and ensuring the availability of the database server and database engine environment.

High availability architecture, including redundancy, failover, load balancing, and fault tolerance to achieve a minimum 99.9% monthly uptime target.

Applying OS-level, database engine, PHP/runtime, web server, and infrastructure security patches, and maintaining hardened configurations.

Troubleshoot and resolve database engine and database infrastructure-related errors (excluding Moodle application logic).

Email relay configuration for Moodle outbound mail so that the Moodle server is not classified as an email spam source.

SSL certificate hosting, deployment and renewal and associated secure configuration.

Security management including firewalling, intrusion detection/monitoring and vulnerability remediation in the hosting environment.

Disaster recovery and business continuity support, including backups and recovery testing.

## SERVER SPECIFICATION AND SCALABILITY

- Managed Linux-based cloud web server (or equivalent managed service).
- Initial baseline (Phase 1): 2 vCPU, 4 GB RAM, 80 GB persistent NVMe/SSD storage, 4 TB bandwidth.

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- Scalable architecture requirement: ability to scale up to at least 4 vCPU, 64 GB RAM, and 500 GB persistent NVMe/SSD storage when required.
- Bandwidth must support concurrent access of up to 300 learners: target latency of  $\leq 300$  ms under normal operating conditions.
- Backup requirement: daily incremental backups, full monthly backups, and annual backups (retention periods to be confirmed in the SLA).

## SERVICE BOUNDARIES AND INTERFACES

The Hosting provider remains accountable for infrastructure availability, patching, backups and disaster recovery at the infrastructure level. The Moodle Application Support provider remains accountable for Moodle application maintenance, configuration, plugins/themes and application-layer troubleshooting. The service provider must cooperate with the other under defined escalation and change-control procedures, including release planning for Moodle upgrades that have dependencies on PHP/runtime or database versions.

## 12. DELIVERABLES & SCOPE OF WORK

The appointed service provider will provide hosting, installation, commissioning, support, and maintenance services of UWS's Moodle (Open source) application platform. The service provider should be open to discussions relating to additional services which may lead to the review of the service level agreement. In the event that the contracted service provider offers a service in collaboration with another service provider in a form of a sub-contract, UWS will only recognise the contracted service provider as the provider of such service(s). Thus all payment arrangements or penalties arising from any of the terms of the contract will apply directly to the main contractor in terms of the standing agreement/contract.

## 13. DETAILED SERVICE DESCRIPTIONS/DELIVERABLES

### PROJECT MANAGEMENT METHODOLOGY

Whenever a new project is initiated within any of the aforementioned functional areas, the selected service provider will conduct the project's initiation, planning, execution and control, and closeout in compliance with UWS's Project Management standards or using a methodology that conforms to those ascribed in the PMBOK or any other UWS approved project management methodologies.

### SERVICE LIFECYCLE MANAGEMENT

UWS would like to adopt the ITIL v3 Framework. Our initial interest relates to change management, incident management, problem management, release management and service management within the Service

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Transition functions. The service provider will describe experience with the ITIL Framework. It is incumbent on the prospective service provider to formalise, document and implement these processes.

#### **14. KEY EXPERTISE REQUIRED**

The service provider must prove that they have the experience, expertise, qualifications required/expected to ensure proper/quality execution of the project.

#### **15. PENALTIES/ AUDIT/COPYRIGHTS (IF APPLICABLE)**

UWS reserves the right to claim penalties and remedies in the event of non-performance / delays /underperformance in executing the contract or not meeting time frames:

- UWS reserves the right to inspect or audit any document pertaining to this contract and this may also include queries and complaints.
- Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by UWS associated with such non-compliance.
- All documents, software, source code and scripts produced electronically or otherwise, by the service provider, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of UWS and all copyrights and ownership of documents, software, source code and scripts shall reside with UWS.

#### **16. OUT OF SCOPE**

- Course content development.
- The management of learner information and registrations on the Moodle application functions.

#### **17. LEGISLATIVE AND REGULATORY FRAMEWORK**

- The following legislative and best practice requirements are applicable:
- Corporate Governance of ICT Policy Framework (COBIT, ITIL, ISO 27000, ISO 38500, TOGAF).
- The King IV Report on Corporate Governance for South Africa.
- Public Service Risk Management Framework.
- Public Audit Act of 2004.
- Project Management institute's Project Management Body of Knowledge (PMBOK) or any other framework based on PMBOK.

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- Minimum Information Security Standards (MISS).
- Public Finance Management Act (Act 1 of 1999 as amended by Act 29 of 1999).
- The Constitution of the Republic of South Africa, Act 108 of 1996.
- PPPFA 2000.
- Protection of Personal Information Act of 2013.
- Treasury Preferential Procurement Regulations.

## 18. GENERAL

- UWS shall provide adequate office accommodation for the on-site project team.
- It is important to note that the successful service provider will work under the supervision of UWS and /or UUW delegated officials.
- No information concerning UWS activities may be furnished to the public or media by the service provider or any of his/her employees.
- Solution deployment should not interfere with the normal operation of UWS, unless scheduled otherwise.
- Arrangements should be made for after-hours or over weekends for work that will interfere/interrupt with normal ICT operations for extended periods.
- The appointed service provider shall be expected to respond to service requests in a timely manner.
- Penalties will be applied to any non-compliance with the service level agreement.
- UWS retains the right to evaluate the services rendered by the service provider together with its sub-contractors at any time, in order to ensure service alignment with the conditions of the contract.

## 19. DURATION OF THE CONTRACT

The duration of the contract will be for a period of Four (4) years from the date of appointment. Performance will be monitored, and poor performance can result in termination of the contract before the end of the contract.

## 20. COMPLIANCE WITH LABOUR RELATIONS

- The service provider must strictly adhere to all acts and regulations relating to human resources.
- UWS shall not tolerate any unfair labour practices by the service provider that happen on its premises.
- Labour disputes are the sole responsibility of the service provider.

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## 21. DAMAGE COMPENSATION/INDEMNITY

The service provider will be held responsible for any damages, due to negligence, or theft, by their employees, in the normal execution of their duties or otherwise, and indemnifies UWS against any resultant claims.

## 22. DAMAGES TO PROPERTY OCCUPIED BY THE UWS

In the case of damages to hardware, devices, etc. resulting from the rendering of the service, the service provider undertakes to rectify/repair the damage immediately. If the service provider fails to act after notification, UWS will rectify the damages, and the service provider will be liable for the costs.

## 23. ACCESS TO THE BUILDING

- The service provider personnel shall have controlled access to the building in terms of its contract during normal office hours and to comply with UWS access procedures.
- The service provider must take responsibility to inform UWS to deactivate such access where the employee is no longer in the service of the service provider or at the expiry of the contract.

## 24. INVOICING

Invoices and Statements should be forwarded to UWS with all supporting documentation in order to expedite payments within 30 days from receipt of a correct and complete invoice and relevant supporting documents. If these documents are not received, payments will be delayed until the outstanding documents have been received. Constant failures to submit the required documents may constitute a reason for terminating the contract between UWS and the appointed service provider.

## 25. PROJECT COST

The cost for this project must cover all activities and deliverables outlined in the scope of work. Bidders must complete the price breakdown template. This breakdown is used to enable meaningful comparison of received bid proposals. Prices must cover associated costs for the duration of the contract no variation orders will be issued or raised against the purchase order.

## 26. PRICE ESCALATION

Escalation fees will be effected annually on the contract anniversary and in accordance with the CPI rate. The final firm prices of the offer must hold firm until the annual contract price adjustment

## 27. VALIDITY PERIOD

All bids submitted must be valid for a period of 120 days after the closing date.

## 28. OTHER DOCUMENTS

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In addition to this Bid document, the documents listed below form part of this Bid:

## 29. PRICING

- a) The bidder shall provide the price proposal as detailed in the pricing schedule
- b) The bidder's price must be fully inclusive, and each item must be clearly specified.
- c) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- d) All prices must be VAT inclusive.
- e) The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

## 30. THREE STAGE EVALUATION PROCESS

The RFQ will be evaluated using three (03) evaluation stages:

### A. STAGE 1: MANDATORY REQUIREMENTS

- List of qualifications for key personnel required
- Overview of company;
- A clear description of services rendered;
- A risk mitigation strategy to ensure continued service delivery;
- Technical proposal as per the evaluation criteria set in **Annexure A**
- Method Statement
- Detailed Proposal
- Reference Letters

### B. ADMINISTRATIVE REQUIREMENTS

- Bidder completed all RFQ Forms
- Bidder registered on National Treasury CSD
- SBD 4 – Bidders' disclosure
- Valid BBBEE certificate
- CIPC
- Valid SARS Tax Pin

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### C. STAGE 2: DESKTOP TECHNICAL EVALUATION ON CAPACITY AND CAPABILITY

Only bidders who have complied with all mandatory and pre-qualification requirements will be further evaluated on the technical requirements. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in Annexure A. UWS will evaluate and score all bids based on their submissions and the information provided.

**Bidders will not rate themselves but need to ensure that all information required is supplied.** UWS will evaluate and score all responsive bids and will verify all documents submitted by the bidders. Only bidders who have obtained 70% and more in this phase will continue to the next phase of evaluation.

### D. STAGE 3: PRICE AND PREFERENCE GOALS

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

	Description	80/20	Evidence to be provided
HDI	An entity that is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• CIPC/CSD</li> </ul>
HDI	An entity that is at least 51% owned by women	10	<ul style="list-style-type: none"> <li>• BBBEE certificate/Sworn affidavit</li> <li>• CIPC/CSD</li> </ul>
Total points for preferential goals		20	

6. Failure on the part of a bidder to submit proof or documentation required in terms of this RFQ to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed by the bidder.

7. UWS reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by UW.
8. UWS reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract. Where applicable, UWS reserves the right not to accept the lowest financial offer or any offer

Terms of reference for the hosting, installation, commissioning, maintenance, and support of the uMngeni Water Services e-learning Moodle application platform for a period of four years.

Example of how the bidder must complete the compliance checklist:

List	Technical criteria	Reference page in proposal	Comments

### 31. ANNEXURE A: TECHNICAL EVALUATION CRITERIA

The bidders will be evaluated according to the technical evaluation criteria in the scorecard below: Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#### A. EVALUATION CRITERIA

##### Functionality

The percentage weighting for the key competencies is: Tenderer's Experience (20), Qualifications of Key Personnel (15), Experience of Key Personnel (15), Method Statement (20), Preliminary Programme (20), and Timelines (10). Key Competencies scoring criteria and sub-criteria are tabulated below:

Functionality Criteria	Description of Requirements	Max Points
Tenderers Experience	<p>Successfully provisioned cloud infrastructure using industry-standard platforms such as Microsoft Azure / AWS. The reference letters must be in the form of written proof(s) on the referees' letterheads. The references must include the details of the relevant contact person, nature of service undertaken with actual contract amounts for those assignments undertaken, reflecting the work undertaken and commencement date and completion dates of such assignments, duration of such contract (reflecting number of months / years), telephone number and of the entity giving reference; and email addresses of contactable people at referee entities which must be a senior person like a CEO / MD / Executive /Management level</p> <p>Max 20 points</p> <ul style="list-style-type: none"> <li>• 10 or more projects = 20points</li> <li>• 6 to 9 projects= 18 points</li> <li>• 3 to 5 projects= 15 points</li> <li>• 1 to 2 project= 10 points</li> </ul> <p>Provide evidence from contactable clients when the bidder provided a similar service within the last ten (10) years</p>	20
Experience of Project Manager	<p>Managing projects of scope of work:</p> <ul style="list-style-type: none"> <li>• 10 Years or more = 15 points</li> <li>• 5 to 9 Years = 12 points</li> <li>• 0 to 4 Years = 5 points</li> </ul>	15
Qualifications of Project Manager. Attach CV and qualifications	<p>Project Manager</p> <ul style="list-style-type: none"> <li>• Post Graduate NQF Level 8 or higher = 15 points</li> <li>• NQF Level 7 = 10 points</li> <li>• NQF level 6 = 8 points</li> </ul>	15
Method Statement (Bidders are	<p><b>No submission:</b> (Score 0) No method statement submitted</p> <p><b>Poor:</b> (Score 5) The technical approach and / or methodology is poor / is</p>	20

Functionality Criteria	Description of Requirements	Max Points
<p>requested to include a <b>detailed</b> Methodology in their proposals)</p>	<p>unlikely to satisfy project objective or requirements. The tenderer has misunderstood certain aspects of the scope of work or does not deal with the critical aspect of the project)</p> <p><b>Satisfactory:</b> (Score 12) The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic</p> <p><b>Good:</b> (Score 15) The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project</p> <p><b>Very good</b></p> <p>(Score 20) Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge or state-of-the-art approaches. The approach details ways to improve the project outcomes and the quality of the outputs</p>	
<p>Preliminary Program</p>	<p>No submission</p> <p>(Score 0) No preliminary program submitted</p> <p><b>Poor:</b> (Score 5) Program is inadequate and/or considered unrealistic and does not achieve required completion date</p> <p><b>Satisfactory:</b> (Score 14) Program is considered realistic and adequately shows the main components and compliance with completion date</p> <p><b>Good:</b> (Score 17) Program is considered realistic and includes the main components and sub subcomponents and compliance with completion date</p> <p><b>Very good:</b> (Score 20) Program is considered realistic and includes the</p>	<p>20</p>

Functionality Criteria	Description of Requirements	Max Points
	main components and subcomponents and linkages and compliance with completion date	
Timelines	<p>The time taken from start to finish by the Service Provider to complete the installation, configuration, customization, and final handover for production.</p> <p>Start date is defined as two weeks after issuing a Purchase Order to the service provider.</p> <p>Performance Scoring Based on Delivery Timelines:</p> <ul style="list-style-type: none"> <li>Completion within 2 weeks: 10 points</li> <li>Completion within 4 weeks: 7 points</li> <li>Completion within 6 weeks or greater: 2 points</li> </ul>	10
TOTAL POINTS		100
MINIMUM QUALIFYING POINTS		70

**32. ANNEXURE B: PRICING SCHEDULE – PRICES**

1. Bidders must submit a single consolidated price per option as listed below.
2. Sub-components described in the specifications are descriptive only and must not be priced separately, unless explicitly stated as a provisional or time-and-material item.
3. UWS reserves the right to appoint a service provider based on any one option or a combination of options, depending on value for money and operational requirements.
4. All prices must be VAT inclusive.
5. Prices must cover all costs associated with the delivery of the services as defined in the specifications.

Description	Monthly Cost (VAT incl.)	Total for 48 Months (VAT incl.)	Notes / Assumptions
<b>HOSTING INFRASTRUCTURE SERVICES</b> <i>Hosting of the UWS eLearning Moodle Infrastructure Platform in accordance with the Hosting Infrastructure Specifications, including availability, security, backup, disaster recovery, and performance requirements</i>			Complete if bidding for hosting and/or combined offer.
<b>MOODLE APPLICATION SUPPORT &amp; MAINTENANCE</b> <i>Moodle LMS installation (if applicable), configuration, application support, maintenance, monitoring, helpdesk services, integrations, and reporting in accordance with the Moodle</i>			Complete if bidding for Moodle support and/or combined offer.



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Description	Monthly Cost (VAT incl.)	Total for 48 Months (VAT incl.)	Notes / Assumptions
Application Support Specifications.			
<b>COMBINED OFFER HOSTING + MOODLE APPLICATION SUPPORT</b>  <i>A fully integrated service covering both Hosting Infrastructure Services and Moodle Application Support &amp; Maintenance.</i>			Single monthly price for (may include discount).

## PRICING SUMMARY

Name of bidder _____	RFQ number _____
Closing Time _____	Closing date _____

OFFER TO BE VALID FOR \_\_\_\_\_ CALENDAR DAYS FROM THE CLOSING DATE OF QUOTE.

Item no.	DESCRIPTION	AMOUNT (R)
1.	Hosting Infrastructure services for 48 Months	
2.	Moodle Application Support & Maintenance for 48 Months	
3.	Combined Hosting + Moodle application support for 48 Months	
<b>SUB TOTAL</b>		
<b>VAT @ 15%</b>		
<b>GRAND TOTAL (price SA Rands with all applicable taxes included)</b>		
<p>I (full name) _____, in my capacity as          _____, the duly authorized representative of          _____ (business name) hereby declares that the  <b>offer is in accordance with the attached specification, notes to suppliers &amp; accepts all          conditions/clauses contained in the said documents.</b></p>		
<b>Signature of duly authorized representative</b>		<b>DATE:</b>

## AUTHORITY TO SIGN

RFQ NO: \_\_\_\_\_

Description: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Resolution Of

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

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

(Sole member still must sign this resolution)

Signature of members:

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

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

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### 33. SBD 4 - BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

- 1.1. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. BIDDER'S DECLARATION

- 2.1. Is the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state **YES/NO**?
- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest<sup>(1)</sup> in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

- 2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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### **3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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Signature

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Date

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Position

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Name of bidder

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

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

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

#### 1. GENERAL CONDITIONS

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

The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

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

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## DEFINITIONS

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \ min} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An entity that is at least 51% owned by black people	10	
An entity that is at least 51% owned by women	10	
<b>Total</b>	<b>20</b>	

**35. DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm \_\_\_\_\_

4.4. Company registration number: .....

**TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

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

- i) The information furnished is true and correct;

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

**SIGNATURE(S) OF TENDERER(S)** \_\_\_\_\_

**SURNAME AND NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

 <b>UMNGENI</b> WATER SERVICES	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023
	<b>RFQ Number: Q26/004/MD</b>	Effective Date: Jul 2023

### **36. OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

Maintenance and Support of the uMngeni Water Services E-Learning (Open-Source) Moodle Platform for a period of Four (4) Years.

THIS IS TO CERTIFY THAT (NAME) \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ATTENDED THE COMPULSORY BRIEFING SESSION AT **UMNGENI WATER SERVICES** AS FOLLOWS:

Date: 19 February 2026

Time: 10:00

Virtual Teams Meeting:

**Meeting ID: 332 210 019 942 90**

**Passcode: DZ7ds7QX**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

\_\_\_\_\_

TENDERER'S SIGNATURE /REPRESENTATIVE

DATE: \_\_\_\_\_

\_\_\_\_\_

UMNGENI WATER SCM REPRESENTATIVE  
(PRINT NAME)

\_\_\_\_\_

SIGNATURE

UMNGENI WATER'S STAMP

### 37. SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

This form must be filled in duplicate by both the successful bidder (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to uMngeni Water in accordance with the requirements and specifications stipulated in the above mentioned RFQ number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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 bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

\_\_\_\_\_

CAPACITY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

NAME OF TENDERER

\_\_\_\_\_

DATE

\_\_\_\_\_

#### WITNESSES

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

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

DATE: \_\_\_\_\_

**SBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS**
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	
PRICE (ALL APPLICABLE TAXES INCLUDED)	
BRAND	
DELIVERY PERIOD	
TOTAL PREFERENCE POINTS CLAIMED	
POINTS CLAIMED FOR SPECIFIC GOAL	

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

SIGNED AT \_\_\_\_\_

ON: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OFFICIAL STAMP



WITNESSES

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

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

DATE: \_\_\_\_\_

**SBD 7.2 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 bidding documents to uMngeni Water in accordance with the requirements and task directives / proposals specifications stipulated in above mentioned RFQ Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name (print) \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Name of tenderer \_\_\_\_\_  
 Date \_\_\_\_\_

**WITNESSES**

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

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

DATE: \_\_\_\_\_

**CONTRACT FORM - RENDERING OF SERVICES (SBD 7.2)**
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your quotation under reference number \_\_\_\_\_ dated \_\_\_\_\_ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
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)	
CONTRACT TERM / COMPLETION DATE	
TOTAL PREFERENCE POINTS CLAIMED	
POINTS CLAIMED FOR SPECIFIC GOAL	

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

SIGNED AT \_\_\_\_\_

ON: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OFFICIAL STAMP



WITNESSES

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

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

DATE \_\_\_\_\_