

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023
	RFQ Number: Q25/998/LD	

INVITATION TO QUOTE	
Description	PROVISION OF TOOLS AND EQUIPMENT HIRE SERVICES FOR A PERIOD OF 12 MONTHS TO THE CIVIL WORKSHOP
Advert Date	15 August 2025
Closing Date and Time	28 August 2025 at 00:00
Compulsory Briefing Session	21 AUGUST 2025 AT 7 PORTLAND ROAD MKONDENI PIETERMARITZBURG AT 10:00
SCM Enquiries	Londeka Dladla Tel: 033 846 1828 Email: Londeka.Dladla@uuw.co.za
Technical Enquiries	Njabulo Kheswa Tel: 033 846 1800/083 724 2396 Email: Njabulo.Kheswa@uuw.co.za
Contents of RFQ	1.Invitation to quote 2.Bidders' information 3.Terms and Conditions 4.Undertaking by Bidder 5.RFQ specifications 6.Price Schedule [SBD 3.1] 7.Authority to Sign 8.Bidders' disclosure [SBD 4] 9.Preference points claim form (SBD 6.1) Contract Form [SBD 7.1]
Submissions:	Tip-Offs Anonymous Hotline:
Quotations clearly marked, by email to : Quotations must be emailed to : scmquotes@uuw.co.za using Quote number as the email subject Quotations dropped in the tender box will NOT be ACCEPTED. Emailed Quotations received after 23h59 will also NOT be ACCEPTED Suppliers are under no circumstances allowed to cc buyers when emailing/submitting RFQs to the scmquotes@uuw.co.za/scmquotes@umgeni.co.za Failure to adhere to the above will result in your RFQ not getting accepted,	Report unethical conduct at Umgani Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freeport KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i>

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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-Uthukela Water Vendor Number	
CSD Supplier number	

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

Name of Representative
(Duly Authorised)

Signature

Date

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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-Uthukela 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-Uthukela Water.
13. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Umgeni Water and the Bidder.
14. All Copyright and Intellectual Property herein vests with uMngeni-uThukela Water and its Bidder.
15. Responses to this RFQ must be submitted by email scmquotes@umgeni.co.za or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*).
16. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ. Late and incomplete submissions will not be accepted.
17. No services must be rendered or goods delivered before an official uMngeni-uThukela Water Purchase Order form has been received.
18. **uMngeni-uThukela 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>)

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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-uThukela 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-uThukela 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-uThukela 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. uMngeni-uThukela 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-Uthukela Water and I/us. I/we will then pay to uMngeni-uThukela 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. uMngeni-uThukela 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-uThukela 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.

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5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Declaration of Interest Section.
7. **I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:**
 - (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the uMngeni-uThukela Water, if requested to do so.
 - (2) If the information supplied is found to be incorrect and/or false then uMngeni-uThukela Water, in addition to any remedies it may have, may: -
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by uMngeni-uThukela Water as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which uMngeni-uThukela Water may suffer by having to make less favourable arrangements after such cancellation.

Name of Representative
(Duly Authorised)
(Duly Authorise

Signature

Date

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SPECIFICATIONS OF GOODS REQUIRED

1. Background

uMngeni- uThukela Water invites experienced service providers to be part of a panel for the provision of small construction plant, tool and equipment hire for a period of 12 Months. Acquiring the services will ensure that uMngeni uThukela Water is able to execute its internal construction work and maintenance work within the prescribed time.

Inland Region asset management is responsible for the operation and maintenance of 600 km of bulk water pipelines within UMgungundlovu District and Harry Gwala district municipalities. To improve turnaround times and service delivery the organization maintenance teams needs to be able to access their remote site. Most of the remotes site Reservoirs, Pump stations, meter and valves are accessed via gravel road.

2. Description of goods/ services required.

The services in this Scope are the Provision of hire service for the small construction plant & equipment based on when as required on site for a period of 12 Months. The construction plant & equipment included in this contract as maybe required on sites may not limited to the following item:

The following Tools & small equipment will be required under this contract:

- Concrete Breakers Heavy Duty Large 30kg
- Concrete Saws and Cutters
- Compactors and Rammers
- Cherry pickers
- Augers, Coring and drilling equipment
- Water pumps various sizes
- Drive Unit and various pokers
- Diesel Engine Mobile Welding machine
- Generators
- Other small tools and accessories

3. Delivery & Collection Transportation

Transportation for delivery and collection may vary from the different sites. The first 20 km delivery & Collection distance is free and apply from the office/ workshop address site of the supplier to delivery destination as per instruction of Employer. All delivery vehicles must comply with relevant national Traffic Law.

- Transport - LDV with / without trailer - Delivery to and Collection from various site across the region

The following sites and areas will be covered under this contract:

uMngeni- uThukela Water Inland Region Pipeline Networks, Reservoirs, Plants and Operations sites

- Umshwati System pipelines, Pump stations, Reservoirs and Plants (Wartburg, Albert falls, Cool air, Dalton, Appelsbosch , Ozwathini) –Umshwathi Local Municipality

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- 61 Pipeline, 53 Pipeline, Blackridge, Vulindlela and DV Harris WTP and Darville WWW pipelines , Reservoir and Plants – Umsunduzi Local Municipality
- Richmond Pipeline and Plants – Richmond Local Municipality
- 57, 257, 357, Lion park, UMlaas road, Eston, Umbumbulu and Mid Illovo pipelines, Reservoir and Plants – Camper down, Cato Ridge and Eston Area – Umkhambathini Local Municipality
- Howick and Hilton area system Pipeline, Plants and Reservoirs – Umgeni Local Municipality
- Mearns System – Mooi River – Mpofana Local Municipality

Services will be requested as and when needed.

4. Extent of the Service and Special Conditions

The contract will be a period of 12 months.

Supply and delivery of the plant equipment on wet rate on an “as and when” required basis. The Supplier will be notified in emergency situation by the foreman or uMngeni- uThukela Water official.

- Supplying the Operators and making sure of their arrival on the site daily during working days for the duration of the contract.
- Providing mechanical support in case of equipment breakdown and servicing the plant for the duration of the contract on site.
- Provide security for the equipment for the duration of the works
- Provide accommodation for the operator for the duration of the work
- The successful tenderer must have a fully equipped workshop within a radius of 50 km from Pietermaritzburg.
- No work may start without an official order notification for the type of work to be done by the service provider. (Except after hours – official order to be provided within 3 working days).
- Service Provider to be flexible to react to emergencies and changes.
- Due to the nature of this work, successful Service Provider will be required to be available within 2 hours of receiving request during normal working hours and 4 hours of receiving the request after hours and during the weekend from uMngeni- uThukela Water.
- Planned work must be responded to and completed within 7 days of request.
- The start time for work shall be when the Services Provider has already established and is ready to commence with the work. The end time being the time the plant stops working. Travelling and delivery will be priced separately.
- Preparing trip sheets with clear indication of the distances travelled for the delivery of the various plants to the specific sites.
- Should the Service Provider fail to respond within the timeframes as set out above, a penalty equal to R2000.00 per hour would be deducted from any monies due, for each hour in breach.
- In the event of a breakdown of plant during the execution of the contract, the tenderer must ensure that the plant is repaired/replaced within a period of 8 hours, failing which, a penalty equal to of eight X the hourly rate will be imposed for each day of non-availability of the plant equipment.
- Service Provider shall comply with all applicable legislations including transportation of hazardous products and environmental legislation.

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- Service Provider shall adhere to delivery dates as will be dictated by the uMngeni- uThukela Water from time to time.
- The Service Providers shall indemnify uMngeni- uThukela Water against incidental losses or damages that could result from the negligence of their Operators.
- Provision of adequate safety measures whilst carrying out the duties listed above.
- The Service Provider must comply with uMngeni- uThukela Water site-specific Safety, Health Environment and Quality procedures.
- In addition to any statutory obligations, the successful supplier shall report all accidents/incidents to the Asset management team before leaving site regardless of the extent of damage to property or injury to an employee. If required by the asset management team, a detailed written report of the incident may be requested. The asset management team has the right to investigate the cause and results of any incident regardless of the location.
- HSE file and Plan to be submitted prior commencement of work
- Medical fitness certificates to be submitted with the Safety File and be renewed annually
- This type of works exposes personnel to Hazardous Biological Agents (HBA); hence, a once off Hepatitis and Typhoid test and vaccination must be to be undertaken for all employees. This will be at the Service Providers own cost
- The Service Provider must be COIDA compliant before the execution of any work in terms of the contractual obligations. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

5. Contract term

The contract term will be 12 months

6. Procedure for work execution

The Employer will call of equipment that are required for execution of repairs and rehabilitations from time to time/on, as a when needed basis. The Employer reserves the right not to call of any equipment at all depending on circumstances and subject to operational conditions.

The acquisition process shall be in three Categories and the categories predetermined by the end user department representative i.e.

- Standard Procedure – 5 days
- Fast Tracked Procedure – 3 days
- Crisis/emergency Procedure – 4 Hours

The works shall be done subject to availability of funding.

7. Use of reasonable skill and care

The service provider is to exercise reasonable care when performing tasks as not to damage the uMngeni- uThukela Water property and assets. The Service Provider must ensure that all UUW Procedures as per Annexure 5.1 are followed when conducting work on pipelines and infrastructure under this contract.

8. Co-operation with other service providers

The service provider to work closely with Project Manager or uMngeni-uThukela Water personnel and establish how interactions are to take place. The Service Provider must take care in ensuring smooth working relationship with other Service Providers who might be working in a particular area.

9. Brief

- The supplier is expected to provide the all plant equipment (as when required) as per instruction of the Project Manager or uMngeni- uThukela Water personnel.

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- The service provider is expected to provide service to the satisfaction of the Employer.
- The work is to be carried out at Inland Region for a period of 6 months
- The Supplier to quote for wet rate including drivers, operator and assistants for all plant equipment as per BOQ.
- The service provider reaction time from official call out/request for service shall be not more than 2 hours, and failure to comply shall result in penalties for poor performance to Service Provider.
- All equipment/machine rates shall include Operator and fuel (wet rates).
- Standing time/Dry rates shall be quoted separately.

10. Reference data

Section 37(2) of Occupational Health and Safety Act 85 of 1993,
NEMA
Compensation for Occupational Injuries and Diseases Act, 1993(Act 130 of 1993)
Factories, Machinery and Building Work Act of 1941
N/A

11. Applicable national and international standards

The vehicles and plant supplied by the supplier shall comply in every respect with the Road Traffic Act 29 of 1989 and the Road Traffic Regulations, as amended from time to time and all other applicable legislation.

Particular/Generic specifications

As per bill of quantity for Inland Region

12. Approvals

The Project Manager should approve any deviations from the scope of work or relevant BOQ.

13. Daily records and Signing off Tasks

For any emergency Work, correct recording of hours worked to be kept as well as mileage travelled for each activity.

The Service Provider shall, prior to departure from site, advice the relevant uMngeni- uThukela Water representative of completion of the task. The uMngeni- uThukela Water representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the task

14. Office Hours

Site office hours are 07h30-16h30 on weekdays for administration purposes. Lunch breaks will not be considered part of office hours, and will not be paid for accordingly

15. Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures and any damage as may be caused will be repaired by uMngeni- uThukela Water at the Service Provider's expense.

16. Procurement

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Order confirmations will via e-mail. No work may start without an official order notification for the type of work to be done by the service provider (except after hours – official order to be provided within 3 working days)

17. Access to the site and Infrastructure

UMshwathi pipeline and infrastructure traverses adjacent to the R33, R614 and Schroeders. It is accessed via these provincial and district main routes/roads. The sites and areas of the works are within the UMshwathi local municipality.

The Eston, Imbumbulu and Mid Illovo pipeline and infrastructure traverses adjacent to the R603. It is accessed via this provincial route. The 57, 257 and 357 Pipeline and infrastructure traverses adjacent to the R103 and N3 Toll route. It is accessed via the R103 provincial route. The sites and areas of the works are within the Umkhambathini local municipality.

The 61 and 53 Pipelines and infrastructure traverses from Upper Ferncliffe to Umlaas. The 61 pipeline and associated reservoirs traverse along suburban areas like Worldview, Clarendon, Masons Hills and Ashbutorn. The 53 pipeline traverses along suburban areas like Chase valley, Woodlands, Lincoln mead and adjacent to the N3 via various farms. The infrastructure is accesses via numerous local roads and gravel farm routes. The sites and areas of the works are within the Umsunduzi local municipality.

The Richmond Pipeline and infrastructure is traverses adjacent to the R56 provincial route and is accessed via this route. The sites and areas of the works are within the Umsunduzi and Richmond local municipalities.

The 51 and Howick Systems pipelines and infrastructure traverses through private land from Midmar Dam to DV Harris and Hilton. The 51 pipelines traverse through Marrivale and Umgani Valley reserve to DV Harris WTP. The other Howick Infrastructure traverses through residential and areas Howick West, Greendale, Mpophomeni, Cedara and Hilton. The infrastructure is accessed through a combination of urban and rural roads. The sites and areas of the works are within the Umgani local municipality.

Mooi River/Mpofana pipelines and associated infrastructure traverses through privately owned agricultural land/farms. It is accessed via R103 provincial route and all the infrastructure is on privately owned farms. The sites and areas of the works are within the Umgani local municipality.

18. Vehicles, Plant and Equipment

Roadworthy, license and identification

- All plant and equipment to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the save and lawful transportation of workers. Those plant and equipment used to transport debris removed from sewers must be able to do so in a save and none-offensive manner and must have the Service Providers name and telephone number prominently displayed. All plant and equipment to be used for this contract must conform to the Road Traffic Act RTA, Act 93 of 1996. **Copies of proof of licensing and the ownership should be submitted along with your tender document. Umgani Water will allow 7days after the closing of tender for submission. If not submitted after closing of tender, the bid will be disqualified.(the 7days will commence after request from a Supply Chain Officer)**
- All vehicles, plant, machinery, equipment and containers used on this contract must be in a serviceable condition, must be readily available for inspection to ensure that it is to specification, and must meet with the approval of the employer.
- The Small Construction Plant, tools and equipment shall bear the Service Provider name and contract details.

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The Tendered shall attach the comprehensive list of Small Construction Plant, tools and equipment to be used for the execution of the tender to his/her tender document. uMngeni-uThukela Water reserves the right to inspect the proposed equipment to be used.

A notice will be issued to prospective bidders to present Small Construction Plant, tools and equipment for verification /identification before tenders will be awarded.

19. Quality management

Suppliers must ensure that all work is done according the specification provided by the employer. The employer representative must approve deviations to the specification. The employer must approve product used.

Format of communications

All communication to be followed up by written confirmation. There should be regular feedback between uMngeni- uThukela Water and the Service Provider. The Service Provider is to provide his supervisory and operational staff with cellular phones for communication and contact purposes for the duration of the contract.

20. Key personnel

Service provider must have competent driver and mechanics to services and repair small tools and plant should there be failures or break downs of the equipment.

21. Management meetings

The service provider must set aside time for meetings every second month to ensure issues of service quality and performance among other things are discussed and recorder. Failure reports, Preventative action on work completed will also be presented there

22. Forms for contract administration

The Supplier shall at all times carry out work assigned in the order and manner prescribed by an authorized official of uMngeni –uThukela Water. Instructions given to the driver shall be deemed to be given to the Supplier. Only the driver will be allowed to fill in the Supplier's timesheet/delivery notes required for payment purposes. The timesheet /delivery notes must indicate the following:

- Name of Supplier.
- Address.
- Site.
- Type of small plant or equipment.
- Asset No.
- Start Time.
- Finish Time.
- Hours Worked.
- Breakdown.
- Rain.
- Authorized UUW Signature.

BLANK FORMS WILL BE MADE AVAILABLE TO THE SUCCESSFUL SUPPLIER. THIS MUST BE FILLED IN AND SUBMITTED DAILY FOR CAPTURE AND COSTING. FAILURE IN DOING SO WILL RESULT IN NON-PAYMENT OF INVOICES.

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23. Electronic payments

The service provider will be paid electronically through the normal Umgengi Water procedures.

24. General indemnity insurances

Insurance requirements are stipulated in the Contract Data Clause 5.4.1 and letter of intent or copies of the original policies must be included in the returnable schedules.

25. Payment certificates and Submission of Invoices

Invoices to be submitted as per UUW SCM Procedures.

The invoice must clearly state uMngeni –uThukela Water Purchase order number, location where service was provided and be accompanied by a copy of the signed off work sheet by uMngeni-uThukela Water representative, failing which no payment will be made.

26. Property provided for the Service provider's use

The supplier will be provided with the ablution facility and water. The suppliers employees with be restricted to the work area and not loiter around the uMngeni- uThukela Water premises.

27. Proof of compliance with the law

The contractor to ensure compliance with Road Traffic Act 29 of 1989 and the Road Traffic Regulations.

28. Occupational Health and Safety(Read with SANS 1921 - 1: 2004 Clause 4.18 and the Particular Safety Specification)

28.1. Occupational Health and Safety Act 1994 (Act No. 85 of 1993)

General Statement

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), and the Construction Regulations 2014 issued under Section 43 of the OHASA by the Minister of Labour.

For the purpose of this Contract, the Contractor is required to confirm his status as mandatary of the Employer for the execution of the Contract by entering into an agreement with the Employer in terms of the OHASA by executing the Agreement under C1.5 included in Section C1: Agreements and Contract Data.

- The Service Provider shall comply with the Occupational Health and Safety Act1994 (Act no. 85 of 1993) and in particular with its Construction Regulations of 2014.
- All the works included in this Contract shall, for complying with the OHS Act and the Construction regulation, be deemed "construction work".
- It should be noted that, with a few exception, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the method of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Service Provider shall apply all the relevant safety requirements to the work methods and materials used.

28.2. Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all time when in direct contract with the sewage debris/silt material.

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28.3. Hazardous gasses

All Service Providers who will be working with live sewers shall be required to observe those sections of the OHS Act and Regulations, which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers shall be tested for hazardous gasses on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional gas testing equipment is available on site at all times. Breathing apparatus shall be available as and required.

28.4. Vaccination certificates

The successful Bidder will be required to provide proof of applicable vaccination certificates on request to ensure the health and safety of all field employees.

28.5. Health and Safety Specifications and Plans to be submitted at Tender Stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Contractor's Health and Safety Plan

The Occupational Health and Safety Plan should be submitted at tender stage so as enable the Employer to determine whether the Contractor is capable of fulfilling the requirements of Construction Regulation 5(1) (h).

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit immediately his own documented Health and Safety Plan for the execution of the work under the Contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 7 to 30 inclusive;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of Sub-Contractors, employees and visitors to the site, including safety training in hazards and risk areas;
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works;
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014; and
- (viii) all other information and documentation that is required by the Employer, the Employer's Agent, or the agent who acts as a representative for the Employer, in order to enable the Employer to apply for a construction work permit in terms of Construction Regulation 3(1) (if required by law).

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or his agent appointed as contemplated under the relevant provisions of the Construction Regulations 2014, and the Contractor's Health and Safety Plan may be required to be amended if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan, and before the requirements of Construction Regulation 3, or Construction Regulation 4, as applicable, have been complied with.

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Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, or any failure on the part of the Contractor to submit the required information or documentation in support of the application for a construction work permit (in terms of Construction Regulation 3), or failure to give notification of construction work (in terms of Construction Regulation 4), as applicable, shall not be used as a reason to claim for extension of time or standing time and related costs.

28.6. Cost of Compliance with the OHASA and Construction Regulations 2014

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), the Construction Regulations 2014, and the Employer's Health and Safety Specification as applicable to this Contract.

Should the Contractor fail to comply with any of the provisions of the OHASA, Construction Regulations 2014, or Employer's Health and Safety Specification, he shall be liable for penalties as provided for in any of the aforementioned documents.

Items that may qualify for remuneration will be specified in the Health and Safety Specifications, or in the Project Specifications.

29. Selected Sub-Contractors

Selected Sub-Contractors (refer to GCC 2015 (Clause 4.4) shall be chosen and appointed as follows:

The Employer will prepare a detailed scope of work and/or specification for work to be done or goods to be supplied by a Selected Sub-Contractor.

The Employer and the Contractor will compile a list of firms or persons acceptable to both and who will be invited by the Contractor to submit tenders for the requisite work to be carried out or goods to be supplied by Selected Sub-Contractors. When the tenders are received they will be evaluated and the Employer will then indicate which tender he requires the Contractor to accept and he will advise the Contractor accordingly. The Contractor shall then accept that Tenderer and appoint him/her as a Selected Sub-Contractor.

The Contractor shall incorporate in the sub-contract, provisions that:

In respect of the work carried out or the goods that are the subject of the sub-contract, the Selected Sub-Contractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

The Selected Sub-Contractor shall also hold the Contractor harmless from and indemnify him against:

- Shortcomings in the sub-contract work if and where the work was designed by the Selected Sub-Contractor;
- Defects in the goods if and where the goods were manufactured and / or supplied by the Selected Sub-Contractor
- Any negligence by the Selected Sub-Contractor, his / her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and Any claims as aforesaid

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30. Termination of Agreement

The agreement will be reviewed on an annual basis and may be terminated due to non-performance at any time during the contract period, giving 1 month.

31. Applicable Laws and Regulations

The successful service provider must adhere to the following legislation but this does not exclude any other legislation that may be relevant to this bid.

- Supply Chain Management (SCM) Regulations
- Preferential Procurement Regulations, 2017
- uMngeni -uThukela Water SCM Policy
- National Road Traffic ACT , 1996 (Act no. 93 of 1996)
- Government Notice R 1125 of 16 November 2001

Pricing

- a) The below mentioned quantities are estimated for a 12 month period and is based on historical data but does not in any way guarantee the quantities required.
- b) The bidder shall provide the price proposal as detailed in SBD 3.1
- c) The bidder's price must be fully inclusive, and each item must be clearly specified.
- d) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- e) All prices must be VAT inclusive.
- f) The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.
- g) Tender prices must be in ZAR Currency (Rand).
- h) Bid prices must be inclusive of all applicable taxes.
- i) All delivery costs must be included in the bid price.
- j) Tenderers must furnish unit prices for the listed products only

Evaluation Process

The RFQ will be evaluated using a three (03)-stage evaluation approach:

First stage:

Mandatory Requirements

SBD 4 – Bidders disclosure

Administrative Requirements:

Bidder completed all RFQ Forms

Bidder submitted CIPC document/CSD Report

Valid B-BBEE Certificate/Sworn Affidavit

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31.1 Second Stage: – Evaluation of Functionality

The purpose of application of qualification criteria is to determine the functionality of each proposal by assessing the quality thereof. Below is a detailed breakdown of the scoring criteria

Bidders from the second stage who have achieved **70** points or more will be eligible to submit to be evaluated on Price and Specific Goals

Failure to score a single point in any of the functionality criteria will deem the bid to be non-responsive and the bidder will be disqualified.

Functionality criteria	Description of requirements	Maximum points
Tenderer's Experience	List of supply of contracts for Small Construction Plant , Tools and Equipment Hire Service	40
Tenderer's Schedule of Small Plant, Tools & Equipment	List of small construction plant, Tools and equipment available for use on the contract leased or owned.	20
Location of workshop/Premises and Availability	Proof of residence : Municipal bill /banking /CIPC document	40
TOTAL POINTS		100
MINIMUM QUALIFYING POINTS		[70]

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34.2.1 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work.

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

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

NOTE:

Company's experience: Previous and Current Contracts in the last 5 years (2019-2025) – Tenderers must submit written reference or completion certificate per contract

Description	Period/ Year	Value of work inclusive of VAT (Rand)	Company (where the small construction Plant, Tools and Equipment Hire services were provided)	Contact Details

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Scoring of the Tenderer's experience will be as follows: **40**

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in contracts/projects comprising of Small Construction Plant, Tools and Equipment Hire Services (submit proof of previous experience). • <2 Contracts/projects – 0 points • 2 Contracts/projects – 30 Points • 3 Contracts/projects - 50 Points • 4 Contracts/projects - 70 Points • 10 additional points for every additional contract/project to a maximum of 100 points List of supply of Contracts/Projects for the provision of Small Construction Plant, Tools and Equipment Hire Services with proof; in form of Purchase Orders / Contract Agreements/Completion Certificates / Letters of Completion/Reference Letters.	100

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34.2.2 TENDERER'S SCHEDULE OF SMALL CONSTRUCTION PLANT, TOOLS AND EQUIPMENT (20)

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

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SIGNATURE: DATE:

(Of person authorized to sign on behalf of the Tenderer)

**34.2.2.1 TENDERER'S SCHEDULE OF SMALL CONSTRUCTION PLANT, TOOLS AND EQUIPMENT
(Continued)**

The scoring of the scheduled plant and equipment will be as follows: **(Weighting = 20 %)**

	Unit		Very Good	Good	Satisfactory	Poor
Water pump 150 mm diesel driven mobile pump	No.		>3	3	1	<1
<i>Points Allocated</i>			10	8	5	0.0
Water pump centrifugal petrol 100 mm	No.		>3	3	1	<1
<i>Points Allocated</i>			10	8	5	0.0
Pedestrian Roller 600 mm	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
230V Petrol Generator	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
Concrete saw -450 petrol	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
Diesel Engine Driven Welding 400 Amp Single or Dual Output Mobile welder	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
Plate compactor –reversible 100kg	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
Concrete mixer 400 L	No.		>3	3	2	<2
<i>Points Allocated</i>			10	8	5	0.0
Mobile air compressor pneumatic	No.		>3	3	2	<2
			10	8	5	0.0
Air compressor breaker 35 kg with chisel	No.		>3	3	2	<2
			10	8	5	0.0
<i>Points Allocated</i>						
TOTAL POINTS						

* All Equipment to be supplied with Operator/Driver and wet rates are applicable.

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34.2.3 TENDERER'S LOCATION OF WORKSHOPS AND AVAILABILITY

The scoring of the Location of workshops and Availability will be as follows: **(Weighting = 40 %)**

Scoring Functionality The functionality criteria and maximum score in respect of each of the criterion are as follows:	
CRITERIA	MAX POSSIBLE SCORE
1. LOCATION OF YOUR WORKSHOP FACILITY/TRADING PREMISES FROM UMGENI UTHUKELA WATER REGIONAL WORKS IN MKONDENI PIETERMARITZBURG Distance from MKONDENI Pietermaritzburg • Less than 50 km radius - 90 points maximum • Between 51- 75 Km radius -25 Points • Between 76 – 100 Km radius – 10 Points • Greater than 101 Km radius -0 Points (Supply proof address for business location)	100
2. AVAILABILITY: CALLOUT SERVICES, AFTER HOURS AND WEEKENDS • 24/7 Availability – 10 Points maximum • Normal Working Hours only – 5 Points (Supply signed declaration letter)	

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31.2 Third Stage: Price and Preference goals

- Subsequent to the evaluation of mandatory/ administrative requirements, the second stage of evaluation of the bids will be in respect of price and preferential procurement only.
- Tenderer is tax compliant.
- In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
 - Price; and (80) and Preference as defined in SBD 6.1 (20)
- The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
- 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	51% owned by Black people	10	Valid B-BBEE Certificate/Sworn Affidavit
RDP	The promotion of South African owned enterprises	10	CIPC documents/CSD report
Total points for preferential goals		20	

- 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 the bidder does not claim preference points for specific goals.
- UUW reserves the right to request 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 UUW.
- UUW 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 UUW reserves the right not to accept the lowest financial offer or any offer

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PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: RATE BASED CONTRACT

- a) Only firm prices will be accepted. Non-Firm prices (including prices subject to rates of exchange variations) will not be considered

Name of bidder _____	RFQ number Q25/998/LD
Closing Time _____ 00H00 _____	Closing date : 28 August 2025

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

Pricing Schedule – Bill of Quantities

ITEM NO.	ITEM DESCRIPTION	UNIT	PROJ QTY	RATE	TOTAL
AIR TOOLS					
1.	Air compressor breaker 35 kg with chisel	Day	5		
2.	Air compressor breaker 24 kg with chisel	Day	5		
3.	Air Compressor -Air hose	Day	5		
4.	Air compressor -Rock Drill Breaker	Day	5		
5.	Mobile air compressor pneumatic	Day	5		
6.	100 l Compressor 220V	Day	5		
7.	150 l Compressor 220V	Day	5		
8.	200 l Compressor 220V	Day	5		
9.	Accessories, Delivery & Collection	Budget Sum	1	R20 000	R20 000
PUMPS					
10.	Water pump submersible electric 50 mm	Day	5		R
11.	Water pump submersible electric 80 mm	Day	5		
12.	Water pump submersible petrol 50 mm	Day	5		
13.	Water pump centrifugal petrol 50 mm	Day	5		
14.	Water pump centrifugal petrol 80 mm	Day	5		
15.	Water pump centrifugal petrol 100 mm	Day	5		
16.	Water pump sludge/diaphragm petrol 80 mm	Day	10		
17.	Water pump 150 mm diesel driven mobile pump	Day	15		
18.	Water pump 100 mm diesel driven mobile pump	Day	10		
19.	Accessories, Delivery & Collection	Budget Sum	1	R20 000	R20 000
CONCRETE AND COMPACTION					
20.	Concrete saw -500 diesel	Day	5		
21.	Concrete saw -450 petrol	Day	5		
22.	Space heater	Day	1		
23.	Floor scarifier 8.5HP petrol	Day	1		
24.	Drive unit 5.5HP	Day	10		
25.	Floor grinder 5.5 HP Petrol	Day	3		
26.	Concrete mixer 400 L	Day	10		
27.	Concrete mixer 140 L	Day	10		
28.	Power float 6.5HP Petrol	Day	10		
29.	Quick Cut saw 2 stroke petrol	Day	5		
30.	Plate compactor 9HP	Day	5		
31.	Plate compactor –reversible 100kg	Day	5		
32.	Plate compactor –reversible 200kg	Day	5		
33.	Rammer – 2 Stroke	Day	5		
34.	Rammer – 4 Stroke	Day	5		
35.	Pedestrian Roller 600 mm	Day	5		
36.	Pedestrian Roller 650 mm	Day	5		
37.	Pedestrian Roller 700 mm	Day	5		
38.	Pedestrian Roller 900 mm	Day	5		
39.	Ride on roller 1.5 ton	Day	5		
40.	Ride on roller 2.5 ton	Day	10		
41.	Ride on roller 2.7 ton	Day	10		
42.	Accessories, Delivery & Collection	Budget Sum	1	R30 000	R30 000

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TOTAL CARRIED FORWARD					
ITEM NO.	ITEM DESCRIPTION	UNIT	PROJ QTY	RATE	TOTAL
AMOUNT BROUGHT FORWARD					
CLEANING EQUIPMENT					
43.	Carpet Cleaner	Day	5		
44.	Carpet dyer	Day	5		
45.	High Pressure Cleaner electric 140 Bar	Day	5		
46.	High Pressure Cleaner petrol 140 Bar	Day	5		
47.	High Pressure Cleaner petrol 180 Bar	Day	5		
48.	High Pressure Cleaner petrol 200 Bar	Day	5		
49.	Vacuum cleaner triple motor	Day	5		
50.	Vacuum cleaner single motor	Day	5		
51.	Accessories, Delivery & Collection	Budget Sum	1	R10 000	R10 000
BREAKING					
52.	Jack hammer chipper	Day	5		
53.	Jack hammer breaker Hilti te800 or similar approved	Day	5		
54.	Jack hammer breaker Hilti te1000i or similar approved	Day	5		
55.	Jack hammer breaker Hilti te3000i or similar approved	Day	5		
56.	Jack hammer large standard	Day	5		
57.	Jack hammer medium	Day	5		
58.	Hydraulic breaker	Day	5		
59.	Accessories, Delivery & Collection	Budget Sum	1	R20 000	R20 000
GENERATORS AND WELDING MACHINES					
60.	230V Petrol Generator	Day	10		
61.	Diesel Engine Driven Welding 300 Amp single output Mobile welder	Day	20		
62.	Diesel Engine Driven Welding 400 Amp Dual Output Mobile welder	Day	20		
63.	Budgetary Allowance for hire of Industrial Various Size Industrial Generators	Prov Sum	1	R 50 000	R50 000
64.	Profit , Mark up and overhead costs on item 63	%	R 50 000		
65.	Accessories, Delivery & Collection	Budget Sum	1	R80 000	R80 000
ACCESS					
66.	Chery picker diesel/electric 16 m	Day	5		
67.	Chery picker diesel 28 m	Day	5		
68.	Chery picker diesel 44 m	Day	5		
69.	Scissor lift electric 12 m	Day	5		
70.	Scissor lift electric/diesel 22 m	Day	5		
71.	Vertical lift electric 11 m	Day	5		
72.	Accessories, Delivery & Collection	Budget Sum	1	R20 000	R20 000
MISCELLANEOUS					
73.	Conveyor -13	Day	10		
74.	Drain Cleaner	Day	5		
75.	Dumpy level and tripod	Day	1		
76.	Pipe tester	Day	10		
77.	Total station and tripod	Day	1		
78.	Accessories, Delivery & Collection	Budget Sum	1	R20 000	R20 000
LIFTING					
79.	Budgetary allowance for lifting equipment and Jacks	Prov Sum	1	R 50 000	R50 000
80.	Profit , Mark up and overhead costs on item 79	%	R 50 000		
DRILL					
81.	Auger 5.7HP/4.2 kw	day	10		
82.	Core Drill 200 mm	day	10		
83.	Magnetic Base Drill	day	5		
84.	Accessories, Delivery & Collection	Budget Sum	1	R 30 000	R30 000
SCAFFOLDING AND FORMWORK					
85.	Budgetary allowance for Scaffolding and formwork	Prov Sum	1	R 150 000	R150 000
86.	Profit , Mark up and overhead costs on item 85	%	R150 000		
TOTAL					
15% VAT					

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	TOTAL TENDER AMOUNT	
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Required by _____

Delivered to: _____

Brand and model _____

Country of origin _____

Does the offer comply with the specification(s)? YES/NO

If not to specification, indicate deviation(s) _____.

Period required for delivery _____.

Delivery: Firm/not firm

Delivery basis _____.

Note:

All delivery costs must be included in the bid price, for delivery at the prescribed destination.

All applicable taxes” includes value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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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. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

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SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:

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.

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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:

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:

- 3.5 I have read and I understand the contents of this disclosure;
- 3.6 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.7 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.8 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.
- 3.9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.10 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.
- 3.11 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

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

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from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Position

Name of bidder

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**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); and

The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African Owned Enterprise	10	
51% Black Owned Enterprise	10	

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 propriety
- ☐ 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:

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- 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 d

SIGNATURE(S) OF TENDERER(S)	_____
SURNAME AND NAME:	_____
DATE:	_____
ADDRESS:	_____

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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-Uthukela 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: _____	

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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 1 –SOUTH AFRICAN OWNED ENTERPRISE	
POINTS CLAIMED FOR SPECIFIC GOAL 2 –SOUTH AFRICAN OWNED ENTERPRISE	

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

SIGNED AT _____ ON: _____

NAME (PRINT): _____ SIGNATURE: _____

OFFICIAL STAMP

WITNESSES

1. _____

2. _____

DATE: _____