UMNGENI-UTHUKELA WATER · AMANZI	**REQUEST FOR QUOTATION** **RFQ Number: Q25/658/LD**	Form No: UW-RFQ-2 Version No: 3/2023 Effective Date: Jul 2023

Description	**PROVISION OF MHI RISK ASSESSMENT FOR SPRING GROVE**
Advert Date	14 February 2025
Closing Date and Time	18 February 2025 at 15:00
Compulsory or Non-Compulsory Briefing Session	N/A
SCM Enquiries	Londeka Dladla **Tel:** 033 846 1828 **Email:** Londeka.Dladla@uuw.co.za
Technical Enquiries	Thokozani Zungu **Tel:** 033 846 1800 **Email: Thokozani.Zungu@uuw.co.za**
Contents of RFQ	1. Invitation to quote 2. Bidders information 3. Terms and Conditions 4. Undertaking by Bidder 5. Terms of Reference/RFQ specifications 6. Price Schedule 7. Authority to Sign 8. Bidders disclosure [SBD 4] 9. Preference points claim form (SBD 6.1) 10. Contract Form [SBD 7.1 or SBD 7.2]

Quotation Submission:	**Tip-Offs Anonymous Hotline:**
by email to : scmqoutes@uuw.co.za using Quote number as the email subject	Report unethical conduct at uMngeni-Uthukela Water on**:** Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.*

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

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 uMngeni-Uthukela 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 uMngeni-Uthukela 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)

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 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-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.

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)	Signature	Date

TERMS OF REFERENCE

1. Background

Umngeni Uthukela Water seeks a service provider to Conduct Major Hazard Installation Re-Assessment at Spring Grove Waterworks and DV Harris.

Purpose

To source and appoint suitable Service Provider (AIA – Approved Inspectorate Authority) to conduct Major Hazard Installations (MHI) for Midmar Waterworks thereby ensuring compliance with Major Hazardous Installation Regulations of the Occupational Health and Safety Act 85 of 1993.

Specific Requirements

Potential (Shortlisted) Contractors to take the following items into consideration:-

a) A compulsory site induction, session of approximately 0.5 hour will be necessary prior to any work b undertaken.
b) Upon induction successful Contractor must provide copies of ID's of all staff brought by Contracto site.
c) Provide a valid letter of good standing (Compensation for Occupational Injuries & Diseases Act).
d) Complete and submit a Section 37(2) agreement. This can be provided before the day of induction handed in completed on the day of induction.
e) Complete rules for contractor's document. This can be provided before the day of induction and han in completed on the day of induction.
f) Access control arrangements shall be made prior to the site visit.

Report Formats required as follows:-

Reports required as output of this Assessment:-

Detailed assessment report as per format index listed below – with signatures of AIA and certified copie competency and accreditations (hard copy reports X3 and X1 soft Copy).
Hard copies reports and summaries must be in individual files with dividers.
Prices quoted are all inclusive and no additional claims will be entertained

Preferred Service Provider

Only approved and accredited by the Department of Labour AIA (Approved Inspectorate Authority) as as outlined by OHS Act, 1993 under MHI Regulations (i.e. Competent to express an opinion on the r associated with MHI will be considered for this project.

Risk assessment (MHI Assessment) format of report to be compiled as per Index list below, or as per requirements of the MHI Regulations.

NO	CONTENT
1.	Executive Summary
2.	Purpose
3.	List of Definitions and abbreviation
4.	**Descriptions**
4.1.	Organisation; Location site and surrounding human activities

4.2.	Meteorological; geographical, economical, and topographical considerations
4.3.	General process description of the major hazard installation on respective site
5.	**Risk Assessment**
5.1.	Identification of Hazards
5.1.2.	Hazardous material on the sites
5.1.3.	Explosion, flammability and reactivity hazards
5.1.4.	Health hazards associated with chemicals
5.1.5	Environmental Hazards
5.1.6.	Hazardous material interactions of breakdown hazards
5.2.	**Incident and accident history**
5.3	Identification of potential major hazardous events
5.4.	Causes analysis
5.4.1.	Typical causes of hazardous incidents
5.4.2.	Preventative and Protective measures
5.4.3.	Potential MHI Incidents to be quantified for MHI Classification of the site
5.5.	**Consequences and Severity Analysis**
5.5.1.	Magnitude of Source Term
5.5.2	Dispersion Modelling
5.5.3	Events involving flammable materials
5.5.4	Toxic Releases
5.5.4.1.	Catastrophic Rupture
5.5.4.2.	Liquid Valve Sheared off
5.5.4.3.	Small corrosive hole of Faulty Seal
5.5.4.4.	Pigtail Rapture
5.6.	**Severity Analysis**
5.7	MHI Classification according to threshold
5.8.	Effect on adjacent major hazard installation (Domino effects)
5.9.	Likelihood of Major Hazard
5.10	Risk Levels
5.10.1	Individual Risk
5.10.2.	Societal Risk
5.11	Risk Acceptability
5.11.1	Risk Individual
5.11.2	Societal Risk
5.11.3.	Land use planning in the vicinity of MHI's
6.	**Environmental Issues**
7.	Emergency Plan
8.	Organizational Measures

Summary Action Plan Format

A separate summary action plan together with recommendations for each of the requested survey must be submitted. Submission should be in both soft and hard copy.

Surveys Required

The process of collecting, organising, analysing interpreting, communicating and implementing informa in order to identify the probable frequency, magnitude and nature of any major incident which could o at the Major Hazard Installation and measures required to remove, reduce or control the potential cause such an incident.

Area to cover

The above assessment is required at the following worksites within Umgeni Water:-

NO	NAME OF SYSTEM	SERVICES REQUIRED
1.	Spring Grove Waterworks	MHI 5 Yearly re-Assessment
2.	DV Harris	MHI 5 Yearly re-Assessment

2. Deliverables/Key Outcomes.

Not Applicable.

3. Contract term

Once off

4. Pricing

a) The bidder shall provide the price proposal as detailed in SBD 3.1
b) The bidders'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.

5. Evaluation Process

The RFQ will be evaluated using a two (02) stage evaluation approach:

5.1 First stage:

Administrative Requirements:
Bidder completed all RFQ Forms
Bidder submitted CIPC Document/ CSD Report

Mandatory
SBD 4 – Bidders disclosure
Bidder must be registered with Department of Labour AIA (Approved Inspectorate Authority) certificate to be provided

Two Stage: Price and Preference goals

1. 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.
2. Tenderer is tax complaint
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
RDP	Promotion of South African owned enterprises	20	CIPC Document/ CSD Report
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. UW 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. UW 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 UW reserves the right not to accept the lowest financial offer or any offer

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

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

b) **In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point**

Name of bidder _____	RFQ number Q25/658/LD
Closing Time 15h00	Closing date 18 February 2025

OFFER TO BE VALID FOR_____CALENDER DAYS FROM THE CLOSING DATE OF QUOTE.

Item Number	Item Description	Quantity	Amount per Item (excl VAT)
1	MHI 5 yearly Re Assessment at Spring grove WW	**sum**	
2	MHI 5 yearly Re Assessment at DV Harris	**sum**	

PART 1: AMOUNT CARRIED FORWARD	
Sub-Total for all Items excluding VAT	
VAT @ 15%	
Total including VAT carried forward to (Offer)	

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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. _____	_____	_____

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.

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

2.3.1 If so, furnish particulars:

_____

_____

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 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.

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

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.

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

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

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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 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	20	

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:

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: _____

_____

_____

_____

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 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: _____

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	

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

SIGNED AT _____ ON:_____

NAME (PRINT):_____ SIGNATURE:_____

OFFICIAL STAMP

WITNESSES

1. _____

2. _____

DATE: _____