

RFQ2026-ICT-003

Website Hosting, Maintenance, Support and Ongoing Website Enhancements

1. Background & Purpose

uThukela Water (Pty) Ltd ("the Entity") is a water services provider established in terms of the Water Services Act.

uThukela Water (Pty) Ltd is seeking for Website Hosting, Maintenance, Support and Ongoing Website Enhancements.

Provide a dedicated managed hosting environment for the existing uThukela Water website, hosted within a South African data centre.

The hosting environment must support the existing WordPress website developed using Breakdance and operating on a Linux, Apache, MySQL/MariaDB and PHP stack.

2. Website Hosting, Infrastructure Maintenance and support.

2.1 The dedicated server environment must meet or exceed the following specification:

- Intel Xeon Silver 4310 processor or equivalent
- Minimum 12 CPU cores
- Minimum 24 processing threads
- Minimum 64 GB ECC RAM
- Minimum 3 x 1 TB Enterprise SSD storage
- Hardware RAID 5 or equivalent
- Battery-backed RAID controller or equivalent
- Dual hot-swap power supplies
- Minimum 1 Gbps network connectivity
- Dedicated server resources

The environment must include SSL/TLS certificate management, HTTPS enforcement, server firewall protection, Web Application Firewall protection, DDoS protection, malware scanning, DNS management, secure SFTP/SSH access, database administration and a staging environment.

Ongoing infrastructure management must cover server monitoring, CPU and memory monitoring, disk monitoring, database monitoring, operating system updates, security patching, PHP version management, database version management, caching, performance monitoring and capacity management.

A minimum 99.9% website uptime target must apply.

2.2 Website Backups, Disaster Recovery and Business Continuity

Provide a full backup, disaster recovery and business continuity service covering the website, database, media, configuration and hosting environment.

Automated backups must be performed daily and stored off-site, separately from the primary production environment. A minimum 30-day backup retention period must apply.

Backup management must include monitoring, failure alerts, integrity verification and periodic restoration testing.

Disaster recovery must cover server failure, storage failure, database corruption, malware infection, website compromise, security incidents and hosting infrastructure failure.

Recovery must include restoration of the latest clean website files, database, uploaded media and configuration. DNS and SSL configuration must also be recoverable where required.

Post-recovery testing must cover:

- Website availability
- Database connectivity
- Website forms
- Documents and media
- Administrator access
- Search functionality
- Core website functionality

A documented disaster recovery process must include incident escalation, event logging, recovery reporting, root cause review and remedial action.

Recovery Time Objective and Recovery Point Objective requirements must form part of the disaster recovery process.

Full disaster recovery testing must be conducted at agreed intervals.

The service provider must supply all components necessary to replicate the three (3) VMs listed above to a geographically distant, cloud-hosted DR environment ("GDR environment"). The service must include, at minimum:

- A cloud-hosted replication target environment with reserved compute, memory, and storage resources as specified in Section 3.
- Backup/replication platform licensing for all three (3) VMs.
- Cloud Connect Replica licensing for all three (3) VMs.
- Managed service component covering ongoing monitoring, management, and support of the replication environment.
- Initial setup and onboarding of the Cloud Connect Replica service.
- Cloud-hosted immutable or vault backup storage (minimum 1 TB) for long-term retention.

2.3 WordPress and Breakdance Maintenance

Provide ongoing technical maintenance of the existing WordPress and Breakdance environment.

Maintenance must include WordPress core updates, Breakdance updates, plugin updates, PHP compatibility management, MySQL/MariaDB compatibility management, database maintenance and security patching.

Major software changes and updates must be tested in a staging environment before production deployment where required.

Maintenance must also cover:

- Plugin compatibility
- Breakdance compatibility
- PHP compatibility
- Database health
- Website error investigation
- Error log monitoring
- Broken link monitoring
- Form testing
- Search functionality
- Cache management
- Website health monitoring
- Page performance
- Browser compatibility
- Mobile and responsive compatibility
- General website troubleshooting

Unsupported, obsolete or insecure components must be identified and addressed where required.

2.4 WordPress Plugin Licences and Renewals

Provide and manage up to 15 paid WordPress plugins, extensions or website components required for the continued operation of the website.

This must include annual licence renewals, version updates, security updates, compatibility testing and monitoring of plugin support status.

Where a plugin becomes unsupported, insecure or incompatible with WordPress, Breakdance, PHP or other website components, an appropriate replacement must be recommended.

Approved replacements must be installed and configured as part of ongoing website maintenance.

2.5 Website Security

Maintain security across the hosting infrastructure and WordPress environment.

Security controls must include:

- SSL/TLS encryption
- HTTPS enforcement
- Web Application Firewall
- Server firewall
- DDoS protection
- Malware detection and scanning
- Malware remediation
- WordPress security hardening
- Server security hardening
- Protection against common OWASP vulnerabilities
- SQL injection protection
- Cross-site scripting protection
- Secure forms and file uploads

Administrator and user security must include role-based access, administrator login protection, strong passwords and multi-factor authentication where supported.

User accounts must be reviewed periodically and obsolete accounts removed.

Security activity must be monitored and significant incidents investigated, remediated, logged and escalated.

2.6 Website Maintenance, Support and Enhancement Hours

Provide a minimum of 25 hours per month for website maintenance, technical support, website updates and ongoing enhancements.

These hours may be used for website work requested during the contract period, including:

- Creation of new pages and website sections
- Changes to existing pages
- New page layouts
- Breakdance template and component changes
- UI/UX changes
- Responsive layout changes
- Navigation, menu, header and footer changes
- Form development and amendments
- WordPress development
- PHP development
- HTML, CSS and JavaScript development
- New or amended website functionality
- Search improvements
- Accessibility improvements
- Technical SEO changes
- AIO and GEO changes
- Analytics and tracking changes
- Third-party API connections
- Third-party system connections
- Small website features

- Document libraries
- Resource sections
- Website banners and interface components

The allocated hours may also be used for technical changes arising from operational, organisational, legislative or regulatory requirements.

2.7 Website Change Request Management

Website enhancements must follow a controlled change request process.

Each change must be reviewed and estimated before development starts.

Approval must be obtained before work proceeds. Significant changes must be tested in staging before deployment where appropriate.

The process must cover:

- Requirement review
- Estimate of hours
- Approval
- Development
- Testing
- Staging review where applicable
- Production deployment
- Recording of actual hours used

Monthly reporting must reflect enhancement hours allocated, hours used and hours remaining.

2.8 Content Management Support

Routine website content publishing may be managed internally by authorised uThukela Water personnel.

Technical content support must remain available where changes require development or specialist assistance.

This includes template changes, layout changes, complex page formatting, new website sections, technical formatting, troubleshooting and content changes outside standard CMS functionality.

2.9 Search Engine Optimisation

Provide ongoing Search Engine Optimisation support covering the technical health and organic search visibility of the website.

SEO activities must include:

- Search engine indexing monitoring
- Google Search Console monitoring
- XML sitemap management
- Robots.txt management

- Page titles and meta descriptions
- Metadata management
- Canonical URL management
- Structured data
- Schema markup
- Redirect management
- Broken link monitoring
- Crawl error monitoring
- Duplicate content identification
- Internal linking
- Image alt text guidance
- Core Web Vitals
- Page speed
- Mobile search performance
- Keyword performance
- Organic traffic
- Search visibility

Technical SEO must also be reviewed when new pages, sections or website functionality are introduced.

2.10 Artificial Intelligence Optimisation and Generative Engine Optimisation

Provide ongoing Artificial Intelligence Optimisation, AIO, and Generative Engine Optimisation, GEO.

Website content and technical structures must be reviewed and improved for visibility across AI-assisted and generative search environments.

This must include:

- Clear page and heading structures
- Semantic content structure
- Structured question and answer content where appropriate
- FAQ structures where appropriate
- Relevant schema markup
- Organisation schema
- Structured data
- Clear organisation and service references
- Consistent terminology
- Entity references
- Internal linking between related content
- Structured factual content
- Direct-answer content where appropriate
- Review of priority pages for AI-assisted search

AI referral traffic and visibility through generative search platforms, including Google AI Overviews, must be monitored where measurable.

2.11 Website Analytics

Maintain the website's Google Analytics 4 and Google Search Console environments.

Analytics support must cover:

- Website traffic
- Traffic sources
- User behaviour
- Organic search traffic
- Referral traffic
- Key page performance
- Device usage
- Entry and exit pages
- Search queries where available
- Event tracking
- Interaction tracking
- Conversion tracking where applicable

Material changes or unusual website traffic patterns must be identified as part of ongoing monitoring.

2.12 Website Accessibility and Compatibility

Maintain website accessibility and cross-device compatibility.

The website must continue to support WCAG 2.1 accessibility requirements.

Accessibility support must include keyboard navigation, alternative text, accessible forms, correct heading structures, ARIA support where required and appropriate colour contrast.

New pages, templates and website components must support desktop, tablet and mobile devices.

Compatibility testing must cover current major web browsers.

2.13 Training and Knowledge Transfer

Provide administrator training and ongoing knowledge transfer for authorised uThukela Water personnel.

Training must cover WordPress and the Breakdance website builder, including:

- Adding and editing pages
- Publishing content
- Uploading documents and media
- Menu management
- Form management
- User management
- Administrator roles and permissions
- SEO and metadata management

- Basic AIO and GEO content practices
- Accessibility
- Website security practices

Refresher training must be available where required, including training for new authorised website administrators.

2.14 Training and Knowledge Transfer

Provide ongoing technical support covering the website and hosting environment.

Support must cover:

- Website downtime
- Hosting issues
- Server issues
- WordPress errors
- Breakdance issues
- Plugin issues
- Database issues
- SSL issues
- DNS-related issues
- Security incidents
- Malware incidents
- Backup and restoration requests
- Disaster recovery incidents
- Website performance issues
- Administrator access issues
- Website functionality issues
- Form issues
- Website search issues
- Browser compatibility
- Responsive display
- Search indexing
- Technical SEO
- Analytics
- General technical troubleshooting

2.15 Monitoring and Reporting

Provide monthly reporting covering the operation, maintenance and performance of the website.

Reporting must include:

- Website uptime and downtime
- Hosting and server performance
- Backup status
- Disaster recovery activity where applicable
- Security events and incidents
- WordPress updates

- Breakdance updates
- Plugin updates
- Plugin licence status
- Maintenance completed
- Technical support requests received and resolved
- Website changes completed
- Enhancement hours allocated, used and remaining
- Website traffic
- Organic search performance
- Search visibility
- SEO activity
- AIO activity
- GEO activity
- Website performance issues
- Broken links
- Security issues identified and addressed
- Technical recommendations requiring approval

3. Mandatory Compliance Requirements

All mandatory requirements must be met. Supporting evidence must be included with the submission.

No.	Mandatory Requirement	Yes	No	Evidence Required
1	Relevant experience in website hosting, WordPress maintenance, technical support and website development	☐	☐	Company profile and relevant references
2	Proven experience working with organisations in the water management, water services, water utility or related water sector	☐	☐	At least one relevant client reference, appointment letter, contract, purchase order or equivalent evidence
3	Dedicated managed hosting environment located in South Africa and meeting or exceeding the required server specification	☐	☐	Proof of hosting and server specification
4	Documentary proof of access to or provision of the proposed dedicated hosting environment	☐	☐	Hosting agreement, provider confirmation, account confirmation, invoice, server allocation confirmation or equivalent
5	Minimum 99.9% website uptime capability with server and website monitoring	☐	☐	Hosting SLA or supporting technical documentation

6	Daily backups, off-site backup storage, disaster recovery and business continuity capability	☐	☐	Backup and disaster recovery methodology
7	Website and server security including SSL/TLS, WAF, DDoS protection, malware scanning and security monitoring	☐	☐	Security methodology or technical specification
8	WordPress and Breakdance maintenance capability including PHP, database, plugin and compatibility management	☐	☐	Technical capability statement or relevant experience
9	Provision and annual renewal of up to 15 paid WordPress plugins, extensions or website components	☐	☐	Written confirmation
10	Provision of a minimum of 25 hours per month for website maintenance, support, development and enhancements	☐	☐	Written confirmation
11	Website development capability covering WordPress, PHP, HTML, CSS, JavaScript, UI/UX, responsive design, forms and third-party connections	☐	☐	Technical team CVs and relevant experience
12	SEO, AIO and GEO capability covering technical SEO, structured data, traditional search, AI-assisted search and generative search	☐	☐	Relevant experience or methodology
13	Google Analytics 4, Google Search Console, website monitoring and monthly reporting capability	☐	☐	Relevant experience or sample report
14	Website accessibility and cross-device/browser compatibility capability, including WCAG 2.1	☐	☐	Relevant experience or methodology
15	WordPress and Breakdance administrator training and knowledge transfer capability	☐	☐	Relevant training experience or methodology
16	At least two proposed senior technical resources must each hold a Bachelor of Science degree in Computer Science or a related field	☐	☐	Certified copies of qualifications and CVs

17	Proposed project team must include UI/UX Design, Business Analysis, Project Management, Server / Infrastructure, WordPress / Full Stack Development and SEO / AIO / GEO capability	☐	☐	Team structure and CVs
----	--	--------------------------	--------------------------	------------------------

3.1 Water Sector Experience Requirement
 The bidder must demonstrate prior experience providing website, hosting, maintenance, digital platform or related technical services within the water management, water services, water utility or related water sector.

At least one relevant reference must be submitted.

Supporting evidence may include:

- Appointment letter
- Contract
- Purchase order
- Reference letter
- Completion certificate
- Client confirmation
- Other equivalent documentary evidence

3.2 Technical Team Requirements
 The proposed project team must include appropriately qualified and experienced resources covering the full website hosting, maintenance, enhancement and support scope.

The team must include, at minimum:

- At least two senior technical resources, each holding a Bachelor of Science degree in Computer Science or a related field
- UI/UX Designer
- Business Analyst
- Project Manager
- Server / Infrastructure Specialist
- WordPress / Full Stack Developer
- SEO / AIO / GEO Specialist

The two senior technical resources must be directly involved in one or more of the following areas:

- Website development
- Hosting
- Server infrastructure
- Security
- Database management
- Technical maintenance
- Disaster recovery

Certified copies of the qualifications and CVs of the two senior technical resources must be submitted.

CVs and qualifications must also be submitted for the proposed UI/UX Designer, Business Analyst, Project Manager, Server / Infrastructure Specialist, WordPress / Full Stack Developer and SEO / AIO / GEO Specialist.

4. Pricing Schedule

Instructions to Vendors: Complete all fields in this Pricing Schedule in South African Rand (ZAR). All rates are fixed for the full 36-month contract period. Do not leave any field blank - enter R 0.00 only where a service is explicitly included at no additional charge within another line item and note the inclusion. Submit this Pricing Schedule as part of your quotation response. Quotations that do not include a fully completed Pricing Schedule will be disqualified.

Part 1 - Annual Retainer Services

Fixed rates, billed annually in advance. The Annual Fee covers all included services for 12 months. The same fixed annual fee applies in each of Years 1, 2 and 3.

Item	Service	Annual Fee (excl. VAT)	VAT (15%)	Annual Fee (incl. VAT)
1.1	Website Hosting and Infrastructure (dedicated server, South African data centre, all included environment services)	R	R	R
1.2	Website Backups, Disaster Recovery and Business Continuity (daily off-site backups, 30-day retention, DR management)	R	R	R
1.3	WordPress and Breakdance Maintenance (core, plugins, database, compatibility, staging)	R	R	R
1.4	WordPress Plugin Licenses and Renewals (up to 15 paid plugins including annual renewals and updates)	R	R	R
1.5	Website Security (WAF, DDoS, malware scanning, hardening, access management, incident response)	R	R	R

1.6	Enhancement Hours – 25 hours/month retainer allocation (300 hours/year) for maintenance, support and enhancements	R	R	R	
1.7	Content Management Support (technical support for content requiring layout, template or development changes)	R	R	R	
1.8	Search Engine Optimisation (SEO) - technical health, indexing, structured data, performance monitoring	R	R	R	
1.9	Artificial Intelligence Optimisation and Generative Engine Optimisation (AIO / GEO)	R	R	R	
1.10	Website Analytics (Google Analytics 4, Google Search Console, monthly reporting)	R	R	R	
1.11	Website Accessibility and Compatibility (WCAG 2.1, multi-browser and multi-device testing)	R	R	R	
1.12	Training and Knowledge Transfer (administrator training and refresher sessions during contract period)	R	R	R	
1.13	Technical Support (all priority levels per service level schedule in Section E)	R	R	R	
1.14	Monthly Monitoring and Reporting (monthly written report per Section C.15)	R	R	R	
SUBTOTAL PART 1 (Annual		R	R	R	



Retainer, per year)				
--------------------------------	--	--	--	--

Part 2 - Variable Time and Material Rates
Fixed rates, applied on a time and material basis. These rates apply to work performed outside or above the monthly Enhancement Hours allocation. Prior written authorisation from uThukela Water is required before any T&M work commences.

Item	Service	Unit	Rate (excl. VAT)	Rate (incl. VAT)
2.1	Additional website maintenance, development or enhancement hours above the monthly 25-hour allocation	Per hour	R	R
2.2	Emergency or after-hours support (P1 incidents outside normal business hours as defined in Section E.3)	Per hour	R	R
2.3	WordPress and Breakdance administrator training (per session, up to 3 hours per session)	Per session	R	R

Part 3 - One-Off Migration Cost
Once-off cost, Year 1 only. Payable upon written acceptance of the completed migration by uThukela Water.

Item	Service	Cost (excl. VAT)	VAT (15%)	Cost (incl. VAT)
3.1	Full website migration from incumbent hosting provider - including all files, database, media, configuration, DNS, SSL, staging, testing, post-migration verification and written completion report	R	R	R
TOTAL PART 3 (Migration)		R	R	R

Pricing Summary - Three-Year Contract

Transfer totals from Parts 1–3 above. The Three-Year Contract Total is the basis of evaluation.

Component	Year 1 (incl. VAT)	Year 2 (incl. VAT)	Year 3 (incl. VAT)	3-Year Total (incl. VAT)
Annual Retainer - Part 1	R	R	R	R
Migration - Part 3 (Year 1 only)	R	-	-	R
T&M Work (Part 2) - for reference, based on estimated 5 additional hours per month	R	R	R	R
THREE-YEAR CONTRACT TOTAL (incl. VAT)	R	R	R	R

Evaluation will be based on the Three-Year Contract Total (incl. VAT) from the Pricing Summary above. T&M estimates (row 3) are for comparison purposes only and do not constitute a guaranteed order of additional hours.

5. Contract Terms and Conditions

36 Month Period

6. Evaluation Criteria

Bids will be evaluated in accordance with the 80/20 Preferential Procurement Points System as prescribed by the MFMA and the Preferential Procurement Regulations. The overall evaluation weighting is as follows:

Evaluation Criterion	Description	Weight
Price / Cost	Total 36-month contract value (ex. VAT)	80%
Technical Compliance	Meets all mandatory technical requirements	15%

Service Levels & SLA	Proposed RPO/RTO, support hours, escalation	5%
7. <u>Preference points system and specific goals</u> Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other application legislations. Preference points will be awarded to service providers using Specific Goals claimed on MBD 6.1 (points will be not be allocated for unclaimed points) The municipal Entity reserves a right to accept all, some or none of the bids submitted, either wholly or in part and is not obliged to accept the lowest bid.		
8. <u>Contacts:</u> SCM queries : Ms Xolile Mgaga Xolile.Mgaga@uthukelawater.co.za Technical enquiries : Rakeen.Dookie@uthukelawater.co.za		
9. <u>Closing Day: 14 November 2026</u>		
10. <u>Submission of the quotation</u> Quotes to be emailed to quotes@uthukelawater.co.za before end of business day.		
11. <u>Important information</u> Service providers are required to complete the following forms below failure to do so will renders the submission invalid. MBD4 MBD 6 MBD9 The MDB forms are part of this RFQ, please see below CSD Summary report, Tax compliant pin status and BBBEE Certificate must be submitted.		

Name of the service provider	
Central Database number	
Company registration number	

DECLARATION OF INTREST
MBD 4

1. No bid will be accepted from persons in the service of the state
 2. Any person, having a kinship with person in the service of the state, including a blood relationship, may make an offer or offers of this invitation of bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to person connected with or related to person in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

3.1 Full
Name _____

3.2 Identity
Number _____

3.3 Company Registration Number:

3.4 Tax Reference
Number _____

3.5 Vat Registration
Number _____

Item	Question	Yes	No
3.6	Are you presently in the service of the state?		
3.6.1	If so, furnish particulars		
3.7	Have you been in the service of the state of the past twelve months?		
3.7.1	If so, furnish particulars		
3.8	Do you, have any relationship (family, friend, other) with person in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		
3.8.1	If so, furnish particulars		

3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid		
3.9.1	If so, furnish particulars		
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?		
3.10.1	If so, furnish particulars		
3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders in service of the state?		
3.11.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
 (DIRECTOR /SHAREHOLDER MEMBER/TRUSTEE)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

 Signature

 Capacity

 Date

 Name

MBD6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(a) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(b) **“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

(c) **“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

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)
Locality : UThukela Water Jurisdiction	10	
KwaZulu Natal Province	5	
Outside KZN	0	
100 % Black owned	5	
Women	5	

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf
of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

Name of the Bidder	Date	Signature
Capacity		