

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	RFQ No: Q22/456NM	

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

Advert Date:	25/02/2022		
RFQ Ref Number:	Q22/456NM		
Description Of Goods/Services:	SUPPLY, DELIVERY OF A DN 300 MM DIAMETER PN 25 AND 200 MM DIAMETER PN 16 ELECTROMAGNETIC INLINE FLOWMETERS WITH ACCESSORIES.		
Closing/Due Date:	08/03/2022	Closing Time:	15H00
Compulsory Briefing /:	"NOT APPLICABLE"		
Documents Are Obtainable From:	Emailed		
SCM Procedure Enquiries may be directed to:	Buyer's Name & Surname Nokwanda Mboyi Tel No. 033 846 1818 Email Address nokwanda.mboyi@umgeni.co.za		
Submissions:	All Completed document to be Email to: scmquotes@umgeni.co.za NB: use <u>Quote Number</u> as email subject		
Technical Enquiries: (PM – Details)	Contact Person: Njabulo Kheswa Email: Njabulo.kheswa@umgeni.co.za Tel : 033 846 1833 / 083 724 2396		

Contents

1. Invitation Cover Page
2. Information about the Tenderer
3. Terms and conditions of Request for Quotation (RFQ)
4. Eligibility and Evaluation criteria
5. Scope of Work
6. Returnable Documents
7. Price Page
8. Declaration of Interest
9. Declaration of Tenderers Past Supply Chain Practices
10. Certificate of Independent Bid Determination
11. Preferential Procurement Claim form
12. Certificate of Acquaintance with RFQ T&Cs.
13. Contract Forms

This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

2. Information about the Tenderer

RFQ Number	
Name of tenderer	
Registration number	
VAT registration number	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
Umgeni Water Vendor No.	
CSD Supplier number	
CSD Unique Registration Reference Number	
Contact person's name	

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

Name of tenderer (duly authorised)

Signature of tenderer

Signature of tenderer

Date

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

1. Any alteration made by the tenderer must be initialled.
2. Use of correcting fluid is prohibited
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2019; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
4. Companies must be registered on the National Treasury's Central Suppliers Database.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE rating claims. Refer to SBD 6.1 form.
6. Suppliers must complete the attached **SBD 4** -Declaration of interest form, the **SBD 8** - Declaration of Suppliers past performance form and the **SBD 9** - Certificate of Independent Bid Determination. Failure to complete these documents may result in the quotation being invalidated.
7. Quotations must be in accordance and comply with the specifications/scope of work provided, unless otherwise stipulated.
8. The official Umgeni Water quotation form must be used to tender the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown.
9. The successful supplier may be required to fill in and sign a written Contract Form. (If applicable)
10. This document may contain confidential information that is the property of Umgeni Water.
11. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from Umgeni Water and the Tenderer.
12. All Copyright and Intellectual Property herein vests with Umgeni Water and its Tenderer.
13. Quotations must be submitted by email scmquotes@umgeni.co.za or be deposited in tender box situated as indicated on the quotation request form marked appropriated as directed. (*The applicable submission method is reflected on the cover page*). Suppliers should ensure that quotations are delivered before closing time and to the correct address.
14. It is the responsibility of the bidder to ensure that its response reaches Umgeni Water on or before the closing date and time of the RFQ.
15. Late and incomplete submissions will not be accepted.
16. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
17. Tenderers are required to submit a valid Tax clearance verification PIN.
18. No services must be rendered or goods delivered before an official Umgeni Water Purchase Order form has been received.

The Tenderer accepts the above terms, conditions, and Umgeni Water's Standard Conditions of Tender*.	Accept	Do not accept

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.

http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

CONDITIONS OF QUOTE

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Umgeni Water on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by Umgeni Water during the validity period indicated and calculated from the closing time of the quote;
 - (b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, Umgeni Water's Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we 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. Umgeni Water may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between Umgeni Water and I/us. I/we will then pay to Umgeni Water any additional expenses incurred for having either to accept any less favourable quote or, if fresh quote have to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes. Umgeni Water shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss Umgeni Water may sustain by reason of my default;
 - (d) if my quote is accepted, the acceptance may be communicated to me by electronic mail, to the email address supplied in my quotation document;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quote and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quote: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the Umgeni Water, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then Umgeni Water, in addition to any remedies it may have, may: -
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by Umgeni Water as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which Umgeni Water may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS _____ DAY OF _____ 20 _____ AT _____

**SIGNATURE OF TENDERER OR DULY
AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (TENDERER'S NAME) _____

CAPACITY OF SIGNATORY _____

NAME OF CONTACT PERSON (IN BLOCK LETTERS) _____

POSTAL ADDRESS _____

POSTAL CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR PHONE NUMBER: _____

E-MAIL ADDRESS: _____

4. ELIGIBILITY AND EVALUATION CRITERIA

4.1 ELIGIBILITY

Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:

- a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- d) The Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor.

4.2 EVALUATION METHOD:

- a) The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated on: Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

5. SCOPE OF WORK

1. Background

Umgeni Water invite sole source service provider to submit an offer for the supply and delivery of a 300 mm diameter PN 25 and 200 mm diameter PN 16 Electro Magnetic Inline Flowmeter to Umgeni Water Specifications for meters and Instruments .

There is no existing meters on this point. Umgeni Water needs to be able to measure flow volumes to its customers. The node cannot be operated effectively because Umgeni Water cannot measure what the node is consuming.

2. Description of the Supply

This project comprises the supply of a 300 mm diameter PN 25 and 200 mm diameter PN 16 electromagnetic inline flowmeters to Umgeni Water specification.

- Supply, Delivery and commissioning of the new meters
- Supply Insulation flanges (Fibre gaskets)
- Supply bolts, nuts, fibre washers, and sleeves

3. Technical Specification

General

Transmitters shall operate on the law of induction principle. They shall be compact and suitable for mounting in the field without additional protection.

The flowmeter shall be suitable for use in pipelines that are cathodically protected.

Flow meters must be supplied with either Modbus, Hart communications or project specific.

Supply shall include gaskets and earthing rings.

A primary head simulator shall be offered as an option.

Empty pipe detection shall be included.

Magnetic Flow meters Design Specification

The primary head shall meet the following requirements:

Connection flange rating	:	PN 25 and PN 16 SANS Standard equivalent Carbon Steel
Connection flange material	:	Caborn steel} depending on application
Tube Material	:	depending on application
Liner Material application	:	Polyurethane/ EPDM or PTFE depending on
Electrode Material	:	Hastelloy Tantalum depending on application
Meter Casing	:	Die Cast Aluminium depending on application
Power Supply	:	24 V DC
Enclosure Class	:	Minimum IP65
Ambient Temperature Range	:	-10 to +50°C
Electrical Connections	:	20mm ISO fittings
Field excitation	:	pulsed D.C.

The signal converter shall meet the following requirements, subject to the application:

- The ingress protection rating of the converter shall be the same as for the primary element, minimum rating of IP65.
- Transmitter shall have microprocessor based electronics with local flow indication and ability to display and change, on-line, range and units.
- The low-flow cut-out shall be user configurable.
- Parameter and data storage shall be kept in non-volatile memory.
- Output shall be 4 to 20 mA and/or project specific, isolated. Where transmitters have dual ranges, each range shall have a separate output.
- The flow meter shall be the electromagnetic type comprising a sensor and either remote or integral microprocessor based converter unit. The system shall be inherently bi-directional with separate isolated analogue (4-20mA) and pulse outputs (voltage free) for forward and reverse flow.
- The flow meter shall have no moving parts to ensure that there is no damage from particulate matter e.g., stones, weed etc.
- The meter shall be suitable 9 to 40 VDC, 40 to 400Hz supply without the need for link setting or voltage selection.
- The system accuracy shall be better than $\pm 0.2\%$ of rate or 1mm/s whichever is the greater in irrespective of flow direction with a flow range of 0.01 m/s to 15 m/s full scale (i.e. 1500:1 turndown). Repeatability shall be better than $\pm 0.05\%$.
- The meters shall be suitable for a maximum working temperature of 70 DegC at pressures up to 16 bars or as limited by the flange rating.
- The meter performance shall have been verified on a fully traceable test facility that is internationally accepted. Laboratory traceability packs shall be available on request.
- The meter performance shall be capable to generate an in-situ (in position) verification.
- The meter shall be designed and manufactured under the ISO 9000 series of quality standards. It shall also have a meter body length to current ISO standard for magnetic meters to facilitate interchangeability of product.
- The wetted materials shall be compatible with, and suitable for, use on potable water or project specific. The liner shall be certified by SANS or an internationally recognized body. Acceptable electrode material is stainless steel or project specified.
- The flow sensor shall be rated to a minimum of IP68 rating and be suitable to indefinite submergence. The sensor shall also be suitable for installation in underground pipes without the need for a metering chamber, vault or pit (i.e., it shall be capable of direct burial). The manufacturer shall, on request, provide evidence of satisfactory operation of similar sensors for a minimum period of 5 years in buried installations.

- Cabling between the flow transmitter / converter shall be by one single cable providing both power to the flow meter sensor and the return flow signal from the sensor to the flow meter transmitter / converter, and can be up to 250 meters in length.
- The transmitter / converter unit shall be protected to IP65 or better.
- Minimum Dual alphanumeric displays shall indicate user-defined flowrate and flow total units. The device shall incorporate a menu selection allowing range, unit's etc to be made.
- The meter software shall incorporate multi password protection to prevent inadvertent or fraudulent programming or units of measurement changes.
- There shall be independent totalizer displays to give forward total, reverse total, net totals, time and date.
- The facility to electronically verify the calibration of the flow meter system in-situ by testing the transmitter, cable and sensor in-situ traceable to SANS or International standards can be provided and accompanied with a verification test certificate, thus facilitating direct burial and thereby substantially reducing the cost of installation
- The transmitter must be fitted with a communication interface with the integral HART or Modbus protocols.
- The transmitter must be of a wall mounting type or project specific.
- Cabling between the flow transmitter / converter shall be suitably designed screened cable providing both power and measurement signal from the flowmeter sensor to the flow meter transmitter / converter.
- The instrument must be configurable via the integral display keypad.
- The performance of the flow meter must be immune to stray currents, cathodic currents and electromagnetic interference.
- The meter software must be capable of providing a datasheet of the meter configuration and setting.
- The meter must be fitted with potential free relay contacts for power, instrument fault etc.
- All meters must be supplied and fitted with insulation kits and earthing rings as per the manufacturers specifications regardless of whether there is cathodic protection on the line or if the pipe is plastic.

Performance

Accuracy	:	Maximum of 0.5 % of span over velocity range of 0,25
		m/s to 10 m/s
Repeatability	:	0.2 % of span
Ambient temp effect	:	not to exceed 0.5 % of max span per 10°C - change.

Insulation Flange Specifications

General

Insulating Flange (IF) Joints are installed in order to electrically separate sections of a pipeline which require cathodic protection from those which do not. Refer to Umgeni Water typical detail drawing number 101/CIV/16882

An Insulating Flange Joint Kit will usually consist of:

- non metallic insulating gasket appropriately sized for the correct class and rating of the pipe flanges
- non-metallic washers
- non-metallic bolt sleeves (to fit inside the bolt holes and non-metallic washers)
- appropriated sized high tensile steel bolts & nuts
- machined steel thrust washers
- voltage-limiting device for protection of the insulating materials

Pipeline electrical Insulating Flange (IF) materials shall be selected with consideration given to quality and standard material availability. The chosen material shall be able to withstand the maximum line temperature, pressure and predicted line movement. All IF materials shall be cross-referenced to the manufacturer's specifications to ensure compatibility between materials, service and the environment.

Insulation Flange Construction

The non-metallic central gasket and non-metallic sleeves and washers shall conform to the following materials specification.

Material Property	ASTM Test Method	SI Value	Imperial Value
Dielectric Strength (Minimum)	D149	21 kV/mm	540V/mil
Compressive Strength (Minimum)	D625	340 MPA	49,000 psi
Water Absorption (Maximum)	D229	0.1%	0.1%
Operating Temp (Minimum)		-17°C	0°F
Operating Temp (Maximum)		+93°C	200°F
Hardness, Rockwell M (Minimum)	D785	115	115
Shear Strength (Min)	D732	150 MPA	22,000 psi

The insulating gasket located between flanges is to be in accordance with the following table, based on the pipe diameter and pressure rating.

The internal diameter of the pipe and the gasket shall be equal in all instances.

FIELD TEST PRESSURE MPa	NOMINAL PIPE DIAMETER mm	INSULATING GASKET MATERIAL
Less than 2,5	All Diameters	3,2mm Thick High Density Polyethylene to PEH Hostalen GM 5010 Specification, full face gasket in one piece
2,5 and above but less than 4.6	All Diameters	3,2mm Thick High Density Polyethylene to PEH Hostalen GM 5020 SA Specification, full face gasket in one piece
2,5 and above but less than 4.6	Less than 1 200	3,2mm Thick Fabric Reinforced Phenolic (Tested to BS 5102 Appendices A-M Type III) full faced gasket in one piece with neoprene or nitrile rubber faces 0,8mm thick
4,6 and above	Less than 1 200	3,2mm Thick Fabric Reinforced Phenolic (Tested to BS 5102 Appendices A-M Type III) full faced gasket in one piece with 0,8mm thick "Prolok Super" or similar Compressed Asbestos Fibre (to BS 2815 Grade A) full faced gaskets on each side
4,6 and above	1 200 or more	3,2mm Thick Fabric Reinforced Phenolic (Tested to BS 5102 Appendices A-M Type III) full faced gasket with not more than 2 only factory made lap joints with 0,8mm thick "Prolok Super" or similar Compressed Asbestos Fibre (to BS 2815 Grade A) full faced gaskets on each side, but with

Insulating sleeves shall be a minimum 0.8mm thick glass fibre reinforced polyester, Mylar or Nomex sleeve for each bolt. Total length of sleeves is to be 2-3mm less than the length between outside faces of steel washers positioned on either side of the pipe flanges. The insulating sleeves shall fit completely inside the insulating washers and extend partially inside the steel washers.

Insulating washers shall be 3,2mm thick fabric reinforced phenolic resin with outer diameter the same as that of machined steel washer, 2 off for each stud bolt. The internal diameter to be a sliding fit over outer diameter of insulating sleeve.

The diameter and thickness of the steel washers are to be machined in accordance with SANS 1149

Table 3 or to ASTM A325-61T. Thrust washers shall have machined, parallel faces.

Stud bolts and studs shall be to Grade 8.8 and the nuts to Grade 8 of SANS 136. The next smaller size stud bolt diameter shall be selected for installation in standard drilled flanges. Stud bolts shall be machined down to the next standard smaller size and suitable smaller nuts are to be used..

An explosion proof spark gap, type Dehn EX-FS (120kA) or similar approved (such as a SS-DCD decoupling device) shall be installed across the flange faces complete with hot-dip

galvanized mild steel mounting brackets to suit the flange bolt. The DC Decoupling device shall be located in a suitably rated enclosure as stipulated in SANS/IEC 79 and SANS 0108.

Alternatively in place of the above, an approved Cu-Ti grounding cell may be used. The details pertaining to the grounding cell are to be submitted to the Engineer for approval..

4. Extent of the Supply

[Provision of calibration certificates
Supply of insulation kits
Delivery to mkondeni
Commissioning meters after installation]

5. Defect Liability Period and Guarantee

The defects liability period is 12 months and commences on commissioning of the valve. All refurbished valves will be guaranteed against any defect or workmanship as a result of the refurbishment, for the duration of the defects liability period.

6. Applicable national and international standards

The Manufacturer should be ISO 9001 certified and the product should be SANS certified.
BS 4504: Part 1/SANS 1123

7. Particular/Generic specifications

Umgeni Water Particular Specification for Steel Pipe Insulating Flanges

8. Collection and Delivery

[Umgeni Water Mkondeni Workshop Stores in Pietermaritzburg KwaZulu Natal

9. Planning and programming

[The delivery time frames for these valves is a maximum of 6 weeks

10. Software application for programming

[MS Project or Excel

11. Quality management

Quality Inspections

Upon award of the contract and prior to the commencement of fabrication of the valves, the Contractor, in conjunction with the Employer or his agent, will be required to prepare a Quality Control Plan and Procedure (QCP&P) for the fabrication of the valves. This QCP&P shall be based upon ISO 9002.

The purpose of the QCP&P is to prevent misinterpretation of the Specification, nurture a spirit of co-operation between the Employer and the Contractor and ultimately ensure a “best quality” end product. It is understood that the Contractor will keep the Employer (or his agent) informed of progress and that the Employer will not cause undue delays.

The QCP&P will inter alia identify inspections (which may include hold points), test procedures and frequency of tests of critical items during the fabrication of the end-product.

The Employer intends to arrange for quality management representatives to be present during the manufacturing process of the appurtenances as well as during the loading and dispatching. Inspection will also be conducted during the offloading and stacking processes.

During manufacturing of the appurtenances, the Contractor shall enable access to its facility for the purposes of the Employer's staff and/or the Employer's appointed inspectors to inspect the workmanship and materials during the manufacturing process.

All costs incurred by the Employer, (other than the Employer's cost of employing their staff), including, but not limited to, travel to and from the Contractor's manufacturing facility, accommodation, subsistence and any incidentals will be borne by the Contractor and the Employer will reimburse the Contractor for all such costs incurred.

Only appurtenances that have been inspected and accepted shall be transported to site and only appurtenances that have been inspected for transport damage and accepted may be off-loaded at the pipe yards. Each delivery is to be accompanied by the relevant delivery notes and quality control documentation. Deliveries without this documentation will not be accepted at the pipe yard.

All materials will be inspected by the Employer's quality representative upon delivery to the site to ensure that it is acceptable and in compliance with the specification. The appurtenances shall be delivered in acceptable condition without any damage. Any minor damage found once the appurtenances have been offloaded shall be repaired by the Contractor before acceptance by the Engineer on behalf of the Employer. Where unacceptable damage is found the relevant items will not be accepted and will be removed from site immediately.

The Contractor will be responsible for all material supplied until it is accepted by the Employer's representative in writing at the point of delivery on site after stacking, where after the responsibility will pass to the Employer.

12. Format of communications

Communication will be conducted via e-mail or telephonically.

13. Electronic payments

Payments – 30 days from date of statement. Verification of this terms and conditions can be made prior to submitting the tender document.

14. Payment certificates

The contractor may only issue an invoice on completion and verification that the work is complete according to specifications being met.

15. Health and safety requirements and procedures (Read with SANS 1921 - 1: 2004 clause 4.18)

The Safety Particular Specification included in this document shall be adhered to in all respects.

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his/her activities in such a manner that his/her employees and any other persons, who may be directly affected by his/her 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 No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this Contract the Contractor is required to confirm his/her status as mandatory and employer in his/her own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form included in Section C1: Agreements and Contract Data.

6. RETURNABLE DOCUMENTS

	Mandatory Requirement	Comply (Yes/No)	Remarks
1	CSD Summary report		
2	B-BBEE Certificate and/or Affidavit		
3	Tax Clearance Certificate and/or TAX Verification PIN		
4	Certificate of Incorporation (CIPC Registration Certificate listing company directors/shareholders/owner/s)		

7. Price Page

TENDERER'S NAME AND ADDRESS		DETAILS OF PURCHASING OFFICE				
COMPANY NAME:		UMGENI WATER (HEAD OFFICE) Supply Chain Management Unit 310 Burger Street Pietermaritzburg, 3201 Enquiries: NOKWANDA MBOYI Tel no.: 033 846 1818 Email: NOKWANDA.MBOYI@UMGENI.CO.ZA				
ADDRESS:						
COMPANY REG. NUMBER:						
CONTACT NO.						
CONTACT PERSON						
REFERENCE (REQ NO.)		CLOSING DATE & TIME		VALIDITY PERIOD:	60	DAYS
Q22/456NM		08/03/2022				

Item No.	Material / Description of item	Unit Measure	Qty (A)	Unit Price Excl. (B)	Quoted Price(AxB) Excl. Vat
01	300 mm diameter PN 25 Magnetic Flow Meter	ea	1		
02	200 mm diameter PN 16 Magnetic Flow Meter	ea	1		
03	Insulation kit set for 300 mm dia PN 25 meter (IF, sleeves, washers, earthling ring, bolts and nuts ect)	set	1		
04	Insulation kit set for 200 mm dia PN 16 meter (IF, sleeves, washers, earthling ring, bolts and nuts ect)	set	1		
05	Commissioning and calibration certificate	sum	1		
04	Delivery to Umkondeni Workshop	sum	1		
SUB TOTAL					
C.S.D Reg No.			VAT @ 15%		
GRAND TOTAL INCLUSIVE OF VAT					
Does the offer comply with the specification? If not, furnish details of deviation.					
STATE DELIVERY PERIOD: Definite period/s must be stated e.g. 1 day, 1 week.					
OFFICIAL COMPANY STAMP		Returnable Documents & Evaluation Criteria: 1. Certificate of Incorporation (CIPC Registration Certificate listing company directors/shareholders/owner/s) 2. Above R30 000, Tax Clearance, BEE Certificate/ EME affidavit & a CSD summary report not older than 30 days 3. The 80/20 preference points system will apply in line with threshold. And compliance to specification.			

SIGNATURE OF TENDERER :	DATE:	FULL NAME & SURNAME:

7.1 **Price Declaration**

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

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

The following must be noted:

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

8. DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:-
 - a) the bidder is employed by the state; and/or
 - b) the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member _____

Name of state institution at which you or the person connected to the bidder is employed: _____

Position occupied in the state institution _____

Any other particulars: _____

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

If yes, did you attach proof of such authority to the quotation document? YES ☐ NO ☐

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)

2.7.2.1 If no, furnish reasons for non-submission of such proof: _____

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members **YES** ☐ **NO** ☐
or their spouses conduct business with the state in the previous twelve months?

2.7.4 If so, furnish particulars. _____

2.7.4.1 Do you, or any person connected with the bidder, have any relationship (family, friend, other) **YES** ☐ **NO** ☐
☐ with a person employed by the state and who may be involved with the evaluation and or adjudication
of this quote?

2.7.5 If so, furnish particulars. _____

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, **YES** ☐ **NO** ☐
friend, other) between any other bidder and any person employed by the state who may be
involved with the evaluation and or adjudication of this quote?

2.10.1 If so, furnish particulars. _____

2.11 Do you or any of the directors / trustees / shareholders / members of the company have **YES** ☐ **NO** ☐
any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars. _____

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION OF INTEREST (SBD 4) Cont....

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE QUOTATION OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Company Name

Sigantary's Position

Date

TEL/ Cell: _____

Email: _____

COMPANY STAMP

9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

10. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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 Quotation:

Quote Number: _____ Description: _____

in response to the invitation for the bid made by: _____

(Name of Entity)

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

(Name of Institution)

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (Cont...)

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2019

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2019.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM WILL BE APPLIED FOR THIS TRANSACTION

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE (***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2019:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

9. TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

9.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.2 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

- 9.3 Total number of years the company/firm has been in business: _____
- 9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES (Full Name & Signature) 1. _____ Signature: _____ 2. _____ Signature: _____ _____ Date	Signatory: _____ Tenderer's Signature: _____ Address: _____ _____ _____ _____ Date
---	--

**12.RFQ Number: Q22/456NM FOR THE SUPPLY/PROVISION OF
SUPPLY, DELIVERY OF A DN 300 MM DIAMETER PN 25 AND 200 MM DIAMETER PN 16 ELECTROMAGNETIC
INLINE FLOWMETERS WITH ACCESSORIES**

CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate, the **Respondent** is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this **RFQ**. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, **Umgeni Water** will recognise no claim for relief based on an allegation that the **Respondent** overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1 Umgeni Water's Standard Conditions of Tender*
2 Umgeni Water's Terms and Conditions of Contract for the supply of Good/Services to Umgeni Water's

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable.

The Tenderer accepts that an obligation rests on them to obtain clarity relating to any uncertainties regarding any quote, which they intend to respond on, before submitting an offer. The Tenderer agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE:

NAME: _____ DESIGNATION: _____

*A full copy of UW's Standard Conditions of Tender are available on Umgeni Water's website.
http://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

13. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **UMGENI WATER** in accordance with the requirements and specifications stipulated in **Quote** number Q22/456NM at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of tender.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to Quote;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Umgeni Water's Standard Conditions of Tender t;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the quotation documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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 quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES (Full Name & Signature)

1. _____

Signature: _____

2. _____

Signature: _____

Date: _____

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

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

ITEM DESCRIPTION BOQ(ATTACHED)	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY DATE / PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
SUPPLY, DELIVERY OF A DN 300 MM DIAMETER PN 25 AND 200 MM DIAMETER PN 16 ELECTROMAGNETIC INLINE FLOWMETERS WITH ACCESSORIES				

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

SIGNED AT _____ ON _____ / _____ / _____

NAME (PRINT) _____ SIGNATURE _____

OFFICIAL COMPANY STAMP

WITNESSES (Full Name & Signature)

1. _____
Signature: _____

2. _____
Signature: _____

Date: _____