

	REQUEST FOR QUOTATION		Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	RFQ No: Q22/612/LD(A)		

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

Advert Date:	29 June 2022		
RFQ Ref Number:	Q22/612/LD (A)		
Description Of Goods/Services:	SUPPLY, DELIVERY OF A NOZZLE CHECK NON RETURN VALVE, PN 25 FOR MEARNS		
Closing/Due Date:	8 July 2022	Closing Time:	15h00
Compulsory Briefing / Clarification meeting:	Not applicable		
Documents Are Obtainable From:	Emailed		
SCM Procedure Enquiries may be directed to:	Buyer's Name & Surname: Londeka Dladla Tel No. : 033 341 1034 Email Address : Londeka.Dladla@umgeni.co.za		
Submissions:	Completed document TO By email to: scmquotes@umgeni.co.za NB: use <u>Quote Number Q22/612/LD (A)</u> as email subject		
Technical Enquiries: (PM – Details)	Contact Person: Njabulo Kheswa Email: Njabulo.Kheswa@umgeni.co.za Tel : 033 846 1833		
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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).

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

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.

7. 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: _____

SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:

BACKGROUND and SCOPE OF WORK

1. Background

Umgeni Water invites service providers to submit an offer for the manufacture, supply and delivery of a new Nozzle Check Non –Return Valve and Refurbishment of existing Nozzle Check Non-Return Valve PN 25 to Umgeni Water Specifications for valves.

The existing valve has failed and is inoperable. These have become a risk during maintenance, shutdowns and during repairs because they are not isolating properly. Therefore this valve needs to be replaced with a new valve.

2. Description of the Supply

This project comprises the supply of one 450 mm diameter PN 25 Nozzle Check Non-Return valve

Supply and Deliver New Valve and Refurbishment of an existing valves

- Supply of DN 450 mm Nozzle Check /Non-return Valve PN 25
- Refurbishment of existing DN 450 mm Nozzle Check /Non –return Valve PN 25

3. Extent of the Supply

This scope included providing QCP, Testing, internal and external lining to 250 microns to similar approved lining and delivery to Mkondeni workshops

Specification and Features

- Must be spring loaded valve cone to sure the valve closes before reverse flow can occur
- Has optimized flow path that keeps head loss down to a minimum
- The Stem, spring and fasteners are to be stainless steel
- Must be a multi-stem to ensure that the disc travel is minimised thus reducing the closure time
- All irons and steel parts coated with 250 µm fusion bonded epoxy (FBE)
- Centering stem must run in high strength alum-bronze bushings

The following information shall be submitted with the tender:

- A detailed drawing of the sealing arrangement. This drawing shall show the profile of the disk, spring, stem and ring the profile of the resilient seal and the extent of the weld deposit on the outside edge of the disc.
- Full particulars of the EPDM Rubber
- The face-to-face dimension(s) of the valve(s).
- The method of connecting the disc, spring, stem, ring and diffuser sleeve and flow direction

4. Technical Specification for Refurbishments

Pre assessment of Valves

The refurbishment contractor in conjunction will carry out pre-assessment of valves with the Engineer's Representative. The Engineer's Representative will approve the assessed scope of work to be carried out. Refurbishment may only commence once the Engineer's Representative gives approval of the scope of work. Refer to annexures (1 -3) for the relevant pre-assessment forms to be used per valve type.

The Refurbishment Contractor shall prepare each valve for pre-assessment. All valves shall be completely dis-assembled, components thoroughly cleaned by means of non-destructive abrasive blasting and all pressure containing components shall be Liquid Penetrant tested. The Engineer's Representative shall witness liquid Penetrant tests.

The Liquid Penetrant test will be waived at no additional Cost to Umgeni Water should the Refurbishment Contractor prefer to carry out hydrostatic pressure test on all pressure containing components prior to dis-assembly of the valve, The required test pressure is to be approved by Engineers Representative prior to the test. The Hydrostatic test is to be witnessed by the Engineer's Representative. The Refurbishment Contractor is to officially inform Umgeni Water of the preferred method during the tendering stages.

All other components will be examined to determine the exact scope of refurbishment work required. This will include but not be limited to the sealing faces, channel guides, gate shoes, spindle, gate nut, thrust bearings, limit stops, stuffing box , gland follower gearbox , clamp ring and other components.

By default all bolts, nuts, gaskets, gland packing and thrust bearings will be replaced with new items. The cost there of shall be included in the basic cost for refurbishing.

A hold point will be applicable at this point to get approval from the Engineer to proceed With the detailed scope of the refurbishment. On approval of the detailed scope of work the refurbishment shall commence. In all instances where the scope may change after approval was granted, the costs thereof shall be for the contractors account. Under no circumstances will less work than the agreed scope being carried out.

It will be the responsibility of the contractor to determine and match the exact original dimensions and material specification of the components or obtain this from the original valve manufacturer.

All new components will be subjected to the requirements of new components as detailed in Umgeni Water Specifications. This includes the required inspections of the Umgeni Water inspector.

All components shall be internally coated after refurbishment prior to assemble.

Inspection and Testing at Works

The whole of the work is to be inspected by the Engineer's Representative at the manufacturer's, subcontractor's and or other outside supplier's works during refurbishment. Full information regarding the progress and the necessary facilities to enable the various components to be properly tested and /or inspected shall be given to the Engineer's Representative.

Each new/replaced component shall be inspected, approved and stamped by the Engineers Representative with his private mark before assembly commences, All castings shall be thoroughly cleaned by non-destructive abrasive blasting before machining. Valve body surfaces shall be thoroughly cleaned of excess adhesive or other material used for securing sealing faces, guides and shoes.

Each hollow butterfly valve disc shall be tested in the presence of the Engineer's Representative for porosity by immersing in a water bath and applying air at a pressure of 500 kPa to the internal void. Excessive porosity shall be cause for rejection of the disc. However, the Engineer may on the application in writing by the Contractor, grant permission for the porosity to be sealed by drilling, threading and plugging a blowhole or by the injection of an approved sealing compound.

All approved castings shall before coating be stamped by the Engineer's Representative the edge of the flange with his private mark. A flat machined surface 15 mm by 25 mm in area shall be provided for this purpose.

Umgeni Water reserves the right to reject any item which has not been presented for such test and/or inspection.

Certificates of tests on materials and component are to be forwarded to the Engineer immediately on completion of the tests.

Within 3 (three) weeks after the date of receipt of Umgeni Waters of acceptance the tender the contractor shall submit comprehensive quality control plan and programme of work for approval. The quality control plan will cater for the pre-assessment and witness points.

The Engineer will then issue his requirements for quality assurance, which will be based on the contractors proposal provided these are adequate. The contractor shall produce a quality assurance report on any component within 7 (seven) days of being so requested

Certain parts such as body, bonnets gate, disc or blade-castings will be inspected after casting and the contractor shall carry out metallurgical tests to establish material composition and mechanical properties as and when instructed by the Engineer. The method of obtaining the samples will be decided during manufacture. The Engineer shall if necessary make further checks on the quality of the work and require the removal of the components for tests and measurements at a place to be selected by him/her.

Validity of Inspections and Tests

Any inspection examination or test at the maker's works, either of material or of performance, shall not exempt the Contractor from any obligation under this contract. The liability of the Contractor for defective material or workmanship that may be disclosed after the plant has been put into service shall be in accordance with the General Conditions of Contract notwithstanding that the defective item may have been passed previously during manufacture, or after installation.

Hydrostatic Testing

Each fully assembled valve shall be subjected to a hydrostatic pressure test at the specified test pressure at the manufacturer's works, in the presence of and to the satisfaction of the Engineer's Representative.

Each pressure containing component and assembled valve shall withstand the hydrostatic body test pressure specified without showing any sweating or defect of any kind. For the hydrostatic test blank flanges shall be bolted to each flange of the valve, through bolt shall not be used. The pressure shall be applied steadily by approved means and maintained without variation the duration as specified for proof and inspection. Should water ooze or sweat from any part or any defect of any nature be discovered the casting shall be indelibly marked and rejected.

Each butterfly valve disc, reflux valve door, sluice valve gate, resilient seal valve gate and ball valve ball shall be tested for mechanical strength to 110% of the seat test pressure stipulated and for leakage from 0 - 100% of the seat test pressure stipulated. The disc, door, gate, ball and sealing mechanism shall be tested assembled in the valve body by bolting blank flange to one side of the body and applying the pressure steadily between the blank flange and the item under test. This test shall be carried out on both faces of a butterfly, sluice, resilient Seal and ball valve for five equal increments in increased pressure from 0- 100% of the specified seat test pressure. Test duration and permissible leakage rates for all valves (excluding resilient gate valves) shall be limited to the following:

Size of Valve	Maximum leakage rate in ml/min	Test duration in minutes Body and seat test
50	1.5	1
80	2.5	1
100	3	1
150	4.5	1
200	6	2
250	7.5	2
300	9	3
350	12	3
400	13.5	3

450	15	5
500	18	5
600	21	5
700	24	5
800	27	5
900	30	5
1000	36	5
1200	42	5
1400	45	5
1600	48	5
1800	54	5
2000	60	5

After the completion of the test specified and with the pressure at 100% of the stipulated seat test pressure the butterfly valve disc, ball valve or sluice and resilient seal valve gate shall be moved with the operator or actuator that is to be supplied with the specific valve, until the pressure is released. The butterfly valve seal, sluice valve sealing rings and resilient seal valve gate shall show no damage as a result of this test.

Each valve shall be tested with its gearbox and or actuator fitted at the manufacturer's works in the presence of and to the satisfaction of the Engineer's Representative. A detailed functional test on all circuits of each electric –motor-operated actuator shall be carried-out in the presence of the Engineer's Representative.

The fact that any valve or fitting may have passed any of the hydrostatic tests at the works shall not exempt the contractor from his liability.

The Contractor provide a suitable safety screen to enable the Engineer's Representative to witness all hydrostatic pressure testing of valves in complete safety; Detailed drawings of the safety screen shall be supplied with the tender.

Patch Welding

The approval of the Engineer shall be obtained in every case before defects in castings are repaired by welding, in the case of castings subject to any stress welding will be approved only when such repair is made for the purpose producing sound surfaces for joining etc. and where no loss of strength is involved. A detailed weld repair procedure must in all cases be submitted and approved by the Engineer prior to any repair work.

Where approval is given for welding to be carried out, the part shall be radio graphically examined and subsequently heat-treated to the Engineer Approval unless otherwise directed by the Engineer.

Any valve component which may be found by the Engineer to have been repaired by welding without his prior approval shall be rejected.

Flanges

Each valve body flange shall fully machined on the face.

Threaded flange bolt holes shall be thoroughly cleaned. In cases of excessive wear, holes shall be machined, plugged and rethreaded. The method of securing these plugs is to be approved by the Engineer. A full record of the original and or modified flange bolt and threaded holes will be recorded and listed in the operating, maintenance and installation manuals for the valves.

Lifting Bolts

Each valve shall have at least two eye bolts of the requisite strength designed with a factor of safety of at least four securely attached so that the valve can be lowered into the pipeline

in its correct position for installation. The depth of the tapped holes in the valve castings shall be at times the diameter of the eye bolt shank.

Additional eye bolts shall be supplied and attached to the valves in positions that allow the valve of 450 mm diameter and larger to be lifted safely either in the vertical or horizontal position.

In close proximity of all the lifting bolts the words "LIFT HERE" to be stencilled on the valve body in red paint. The minimum letter size on valves smaller than 450mm diameter to be 25 mm and on valves larger than 450 diameter to be 45 mm.

Painting

Before assembly each valve shall be non-destructively abrasively blasted to remove founding material, scale or rust to provide degree of cleanliness equivalent to SA 2 1/2 of Swedish Standard SIS 05.5900/1967 and then given sufficient coats of Dulux "sigmaguard" HS, plascon copon hycote 151 or approved equivalent to ensure a minimum dry film thickness of 250 microns to all internal body surfaces and non-machined parts. After each valve has passed hydrostatic test specified. All external surfaces shall be cleaned as above and coated with plascon copon KSIR 88 or an approved equivalent to ensure a dry film thickness of 200 microns. The final colour to be medium sea grey code G24 as per SABS 1091. Gears, spindles, machined surfaces including machined flanges etc. . . shall be adequately protected against corrosion.

In the case where a machining surface is to be painted, or where the cutting oil from the machining process has come into contact with a surface to be painted that surface shall be cleaned with a suitable solvent-free de-greaser and then given a coat of etching zinc primer before the first coat of "Sigmaguard" or "Copon" is applied.

Details of the methods of protection shall be provided and submitted for approval.

Workmanship

The workmanship shall be of the highest quality throughout and any inferior work will be a cause for rejection.

Material

All materials shall be of that quality and possess those properties best suited to the purpose for which they are used. All materials and performances shall comply with the requirement of the most recent edition of the appropriate Standard Specification and test pieces forming part of the actual castings, or keel blocks cast simultaneously with the castings shall be subjected to the specified tests.

Item not Mentioned

This Specification does not necessarily mention every detail which has to be supplied and the type or design of any detail not specifically mentioned is left to the discretion of the tenderer provided the complete equipment supplied complies with the specification.

Deviation from Specification

Certain features and items which are considered essential are detailed in this specification. Any departure by the tenderer from these requirements shall be specially excluded or amended in writing by noting them in the contract at the time of tendering, otherwise the Engineer may require such features and items to be provided by the tenderer without any increase in the contract price.

Marking Shipping

Each valve and fittings etc. shall have 'the mass and the reference number specified in the delivery schedule and the words "Umgeni Water" and the reference number painted in white in the outside. All cages or packages shall have the mass and contents and the words 'Umgeni Water " and the reference number painted clearly thereon.

Each valve shall be adequately protected against damage in transit.

Machined parts of valves be protected by means of plastic or similar coating and other fragile component shall be packed in separate crate.

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 EN 593:2004

BS 4504: Part 1/SANS 1123

7. Particular/Generic specifications

SANS 664

SANS 191

BS 5155:1974

SANS 1123:2007

UMGENI WATER PARTICULAR SPEC FOR VALVES

UMGENI WATER WEDGE FOR GATE AND RESILIENT SEAL GATE VALVE

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.

2. INSTRUCTION TO TENDERERS

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

2.1 ELIGIBILITY AND EVALUATION CRITERIA

1. ELIGIBILITY

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

criteria:

- a) 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;
- b) In addition to the evaluation criteria, Tenderers' are required to achieve a stipulated minimum threshold per designated sectors and products (Local content)

Industry/sector/sub-sector	Minimum threshold for local content
Valve Product	70%

2. EVALUATION METHOD:

- a) The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated on: Price.

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: LONDEKA DLADLA Tel no.: 033 341 1034 Email: Londeka. Dladla@umgeni.co.a		
ADDRESS:						
COMPANY REG. NUMBER:						
CONTACT NO.						
CONTACT PERSN						
REFERENCE (REQ NO.)		CLOSING DATE & TIME		VALIDITY PERIOD:		DAYS
Q22/612/LD(A)		8 July 2022				
Item No.	Material / Description of item	Unit Measure	Qty (A)	Unit Price Excl. (B)	Quoted Price(AxB) Excl. Vat	
01	Supply 450 mm diameter Nozzle Check/Non Return Valve PN 25	ea	1			
02	Refurbish 450 mm diameter Nozzle Check/Non Return Valve PN 25	ea	1			
03	QCP and FAT Budgetary allowance	SUM	1	R50 000	R50 0000	
04	Delivery to Umkondeni Workshop	ea	1			
				SUB TOTAL		
				CONTINGENCIES (20% OF SUB TOTAL)		
				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:		

3.1 **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.

1.

BIDDER'S**DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2019, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2019 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$\text{LC} = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

VALVE PRODUCT

70%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF QUOTE NO. ISSUED BY: UMGENI WATER

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

NAME (PRINT) _____

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

NOT APPLICABLE

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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)	Signatory:
1. _____	_____
Signature: _____	Tenderer's Signature: _____
2. _____	Address: _____
Signature: _____	_____
_____	_____
Date	Date

RFQ Number: Q22/610/LD Provision of spare components for Midmar**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

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached quotation documents to **Umgeni Water** in accordance with the requirements and task directives / proposals / specifications stipulated in Quote Number Q22/612/LD at the price/s quoted. The offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the Quote .

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);
 - Filled in task directive/proposal;
 - 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;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the 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 - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I _____ in my capacity as _____
accept your quote under reference number _____ dated _____ for rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)
SUPPLY, DELIVERY OF A NOZZLE CHECK NON RETURN VALVE, PN 25 FOR MEARNS				

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: _____