

	REQUEST FOR QUOTATION	Form No: UW-RFQ-2 Version No: 1.1/2020 Effective Date: Jul 2020
	RFQ No: Q21/807/ZC	

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

Advert Date:	27 September 2021		
RFQ Ref Number:	Q21/807/ZC(a)		
Description Of Goods/Services:	Supply, Installation, and commissioning of electromagnetic flowmeters		
Closing/Due Date:	1 November 2021	Closing Time:	15h00
Compulsory Briefing / Clarification meeting:	"NOT APPLICABLE"		
Documents Are Obtainable From:	UMGENI WATER (HEAD OFFICE) Supply Chain Management Unit 310 Burger Street, Pietermaritzburg,3201		
SCM Procedure Enquiries may be directed to:	Zakhele Cele Tel No. 033 341 1313 Email Address : Zakhele.cele@umgeni.co.za		
Submissions:	By email to: scmquotes@umgeni.co.za NB: use Quote Number as email subject		
Technical Enquiries: (PM – Details)	Contact Person: Mlondi Phungula Email: Mlondi.phungula@umgeni.co.za Tel : 033 846 1900 or 081 784 3771		

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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	Q21/807/ZC
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, 2017; 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) :
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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

CODE _____ **POSTAL**

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR **PHONE** **NUMBER:**

E-MAIL ADDRESS:

SCOPE OF WORK/SPECIFICATIONS/ REQUIREMENTS:

1. SCOPE DESCRIPTION

The work consists of supply, delivery, installation, test and commissioning of an electromagnetic flowmeters complete with suitably compatible transmitters to allow measurement reading to be recorded and to be transmitted via PLC for Ixopo water work of Umgeni Water, which is geographically situated in the Ixopo area.

This work includes:

- Isolate, disconnect and remove the current Mainstream 100 mechanical meter in order to replace with Electromagnetic flowmeter
- Supply, install, test and commission of new 7 electromagnetic flowmeters with suitably compatible transmitters
- Supply install, test and commission of panel, outdoor shelter and surge protection unit.
- Supply and installation of all the cable connections and accessories.
- On completion of the commissioning, submission of the O & M Manuals according to Umgeni Water's O & M Specifications.
- Training of Umgeni Water staff on operating the display transmitter

2. PROJECT LEADER DETAILS

Any aspects of the work not clearly understood in this specification shall be referred to the Umgeni Water Project Leader for clarification.

The Umgeni Water Project Leader details for this project are as follows, Name:

Gcinokuhle Mkhize

Cell: 083 750 6799

E-mail: gcinokuhle.mkhize@umgeni.co.za

Address: Ixopo Water Works, Ixopo, 3276

3. TECHNICAL SPECIFICATIONS

3.1. STANDARD METER TECHNICAL SPECIFICATIONS

Description	Design	Contractor
Meter Type:	FEV121 (or similar approved) with an accuracy rate of +/- 0.1%	
Bore Diameter:	DN 100	
Liner Material	Polypropylene	
Measuring Electrodes Material	Stainless steel 316	
Ambient Temperature Range	-20...60 degrees Celsius	
Protection Class Transmitter / Protection Class Sensor	IP 67 / IP 68	
Power Supply	24 V DC	
Input and Output Signal Type	Hart +20 mA + Pulse + Contact output	
Cables	Three phase supply cable 380V, 4mm ² (10m)	
	multicore control cable, 1.5mm ² (10m long)	

Control configuration		
Meter reading should be able to be displayed at the control room with the following configuration		
• Output Signals from the transmitter to PLC and SCADA • Protection of these Signals to ensure that full control occurs every time.		

3.2. GENERAL METER SPECIFICATION

2.2.1 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.

2.2.2 The meter accuracy shall be better than $\pm 0.1\%$ of rate

2.2.3 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

2.2.4 The system accuracy shall be better than $\pm 0.1\%$ 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 $\pm 0.05\%$.

3.3. OTHER SPECIFICATIONS

No.	Description	Design	Contractor
1	Panel	Incomer MCB, 4 pole, 20A	
2		Surge protection unit	
3		Power supply (220V to 24V)	
4		Transmitters	
5	Outdoor shelter	4mx4mx2m Material: steel 1m cover from the top around the shelter	

4. WORK INSTRUCTIONS

- 4.1 The Contractor shall isolate, disconnect and remove the existing meters
- 4.2 Supply and install a suitable flowmeter in line with specification in item 2.1.
- 4.3 The meters must be flanged to the outlet pipes new bolts, nuts and washers must be supplied installed.
- 4.4 Supply and connect all the relevant cables and accessories
- 4.5 Check all instruments for measurement reading and functionality
- 4.6 Check all parameters are set accordingly
- 4.7 On completion of the commissioning, submission of the O & M Manuals according to Umgeni Water's O & M Specifications.

5. COMMISSIONING AND HAND OVER

5.1 *Quality System*

The Contractor shall maintain an effective quality management system in accordance with the requirements so as to ensure and demonstrate that goods and services conform to the specified requirements.

5.2 *Delivery*

- 5.2.1 The delivery process will be under the supervision of Project leader.

- 5.2.2 The Contractor shall therefore inform the Project Leader of the date and time of the delivery of the equipment through e-mail.
- 5.2.3 All other related activities of this delivery work shall be covered in the contract.

5.3 *Equipment Performance Test and Acceptance Criteria*

In accordance to the Umgeni Water Instrumentation Technical Specifications, the following shall be noted and complied with:

- 5.3.1 Equipment hand over procedures as stipulated by the suppliers of equipment shall at all times be strictly adhered to;
- 5.3.2 The handover of specialised equipment shall be undertaken by the supplier or an approved specialist;
- 5.3.3 All components or parts of the equipment shall be thoroughly checked for normal operation before equipment shall be allowed to run for hand over trial purposes;
- 5.3.4 The responsible hand over Contractor's Personnel shall be present to supervise the operation of the equipment during the entire hand over test trial;
- 5.3.5 Where the Umgeni Water personnel are to witness any tests, the Contractor shall ensure that the Project Leader receives one week's prior notice in writing via e-mail before such tests commence.
- 5.3.6 Tests to demonstrate the operation of all apparatus shall be arranged with the Project Leader who will avail the following personnel from Umgeni Water: Maintenance Engineers, Plant Superintendent, Maintenance Foremen, and Maintenance Personnel.
- 5.3.7 The Contractor shall submit detailed test procedures for approval to the Umgeni Water Maintenance Engineer prior to testing.
- 5.3.8 The Contractor shall carry out site tests on the meters after installation to demonstrate the system being in compliance with the requirements of the Specification;
- 5.3.9 Following completion as a whole, equipment shall be subject to acceptance tests by the Contractor & Project Leader. The tests shall include, but not limited to, the following:
 - All the specified control functions;
 - Confirmation of the outlet flow rate
- 5.3.10 The Contractor must allow for reasonable assistance to the Umgeni Water Maintenance Engineers during the following inspections: -

- First Physical and Acceptance Inspection: The completeness and correctness of the equipment will be checked, all workmanship and materials will be checked for compliance with the specification.
 - Final Physical and Acceptance Inspection: The remedial work pointed out in (a) above will be checked. Any new items noticed will also be pointed out to the Contractor.
 - First Performance Acceptance Inspection:
 - Final Performance Acceptance Inspection: The remedial work pointed out in (c) above will be checked. Any new items noticed will also be pointed out to the Contractor.
 - Handover Inspection: The outstanding items will again be inspected. The Contractor will be given two weeks for remedial work and re-inspection.
- 5.3.11 Handover will be accepted after the inspection process is completed and, if the Project Leader is satisfied that everything is according to the specification.
- 5.3.12 The guarantee period will come into effect after the Final Performance Acceptance Inspection is completed, on the condition that the Contractor does not have outstanding remedial work.
- 5.3.13 The guarantee period will start immediately after the completion of any outstanding remedial work.
- 5.3.14 Certificates confirming inspections and listing faults will be issued by the Project Leader for every inspection held.
- 5.3.15 The Contractor must ensure that the equipment is correct, complete and to specification before calling for a Final Performance Acceptance Inspection.
- 5.3.16 All additional costs relating to abortive Final Performance Acceptance Inspection, where the Project Leader is called to site, but finds the Contractor ill prepared for it, shall be borne by Contractor.
- 5.3.17 The Contractor shall provide a competent person to accompany the Project Leader or his Representative during inspections.
- 5.3.18 This representative shall know the equipment, shall be in a position to accept and carry out instructions and shall take notes during the inspections, so that the inspection work can continue smoothly.
- 5.3.19 The Contractor must replace any portion of the equipment that does not meet with the requirements of this specification as may be

imposed thereon by test or inspection and, such replacements shall be done at his own costs.

- 5.3.20 The Contractor must keep an inspection register of all tests to be witnessed and all inspections to be held by the Project Leader.
- 5.3.21 The times and dates for tests and inspections must be agreed to by all parties after the receipt by the Project Leader of the Contractor's written application for such tests to be witnessed or inspections to be held.
- 5.3.22 The Contractor shall carry out all reasonable tests requested by the Project Leader to demonstrate that the equipment or parts thereof comply with the specification document.
- 5.3.23 The Project Leader can request that any part of the equipment or the part thereof be re-tested, as part of the acceptance inspections if reasonable doubt exists about the performance of the equipment or part thereof during the test.

6. SHEQ

6.1 *Security*

- 6.1.1 The Contractor shall ensure that all tools and materials are kept under lock and key.
- 6.1.2 Umgeni Water is not responsible for the loss of the Contractor's equipment as a result of any cause whatsoever.
- 6.1.3 Umgeni Water reserves the right for security guards to search persons or vehicles entering or leaving the premises.

6.2 *Permits*

- 6.2.1 The Contractor shall not perform work for which the issuing of a permit is required prior to the obtaining of a duly completed and approved permit. The following are included as hazardous tasks and may not be carried out by the Contractor unless Umgeni Water has duly authorized a work permit:
 - Cutting or welding in any risk area.

- Working at a height of more than two meters.
- Working with hazardous substances (e.g. toxic chemicals and flammable liquids).
- Working inside confined spaces (e.g. vessels, chambers and pipelines).
 - Working in electrical lockouts installations.
- Breaking in any live water main.

6.3 *Housekeeping*

- 6.3.1 After the completion of each day work the Contractor must make good and clean up the site area where work was performed, and also at the completion of the contract.
- 6.3.2 Sites must be kept reasonable tidy during work operations.

6.4 *Alcohol or intoxicating Substances*

The Contractor shall ensure that no alcohol or intoxicating substances are on their possession while on site. Anyone suspected to be intoxicated or under influence of

Alcohol shall not be allowed on site.

6.5 *Safety*

- 6.5.1 Umgeni Water has a strict attitude when it comes to personal safety of all on site.
The Contractor is expected to provide a Health and Safety File to meet the minimum requirements of the Construction Regulations 2014.

6.5.2 *The Health & Safety file must be submitted to the SHEQ co-ordinator within 5 days after the issuing of the award letter. The Contractor and sub-contractors have to attend a Compulsory Induction before starting the project.*

- 6.5.3 Unsafe activities, equipment and procedures shall not be tolerated. It should be noted that if this work requires people to work in elevated positions and confined areas, compliance to the OHS Act is mandatory. The Contractor will be required to submit together with the quotation a schedule of all his activities and as to how he intends to carry them, to the Umgeni Water Project Manager and Safety Officer for approval.

6.6 *Safety file index*

- 6.6.1 Organogram (Site Structure)
- 6.6.2 Section 37 (signed by Umgeni Water representative as well as the contractor) (To be provided by Umgeni Water)
- 6.6.3 Rules for contractors on site (signed by contractor supervisor) (To be provided by Umgeni Water)
- 6.6.4 Appointments (As well as proof of training)
- 6.6.5 Medical fitness test certificated with copies of IDs
- 6.6.6 Letter of good standing with Labour Department
COID
- 6.6.7 Company safety Policy
- 6.6.8 Method Statements
- 6.6.9 Risk assessments
- 6.6.10 Safe working Procedures / SHE Plan (to include confined space as well as a fall protection plan if work is to be done at heights exceeding 1.5M)
- 6.6.11 Equipment certification (as per legislative requirements depending on the equipment to be used during the project as well as proof of training to operate equipment as may be required by legislation also depending on equipment / machinery used during the project)
- 6.6.12 Registers (PPE, Equipment Checklist, First aid box etc)
- 6.6.13 Emergency Numbers
- 6.6.14 Environmental Management Plan (covering bad weather conditions as well)

6.7 *Safety Induction*

The qualifying contractor to make sure that all staff who will be working on this

Project must be Safety Inducted before the commencement of any work. This will include all sub- contractors' staff.

6.8 *Safety Clothing and Equipment*

The Contractor shall supply all the Umgeni Water specified safety clothing and equipment for his workmen on site. The Contractor's workmen on site shall wear hard hats, safety glasses, safety shoes and overalls.

6.9 *Accidents*

- 6.9.1 In addition to any statutory obligations, the Contractor shall immediately report to the Project Leader every occurrence causing damage to property or injury to persons.

- 6.9.2 If required by the Employer, the Contractor shall submit a further report in writing to the Employer within 48 hours of such requirement setting out full details of the occurrence.
- 6.9.3 The Contractor shall report those injuries that are reportable in terms of Section 24 of the OHS Act (1993) to the Department of Labour.
- 6.9.4 The Employer shall have the right to make any queries either on the Site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Employer the necessary facilities for carrying out such enquiries.

7. SITE INFORMATION

Ixopo WTP is situated in the Ixopo area, approximately 2, 5 Km from the Ixopo CBD;
Coordinates {Lat: -29.499686 Long: 30.217777}

8. GENERAL

- 8.1 Various standard and project specifications refer to equipment being equivalent to a certain brand article. This should be read as equipment that would normally meet the requirements of the Umgeni Water Maintenance Engineer, but as brand articles are always subject to changes by the manufacturers, it remains the Tenderer's responsibility to ensure that such brand article will also meet the performance and other technical requirements of the project specification.
- 8.2 Such requirements shall be read as being in addition to that which the brand article can provide. If the Supplier, to meet such requirements, cannot offer the brand article then the Tenderer must allow for the adjustment of the brand article to comply with such requirements.
- 8.3 In preparing the installation and fitting work, the Umgeni Water Maintenance Engineer will have contact with Suppliers of equipment, to allow for such normal requirements with regard to equipment size, access for installation, access for maintenance, mass, electrical supply, safety precautions, etc., that Suppliers might have, in order to ensure proper installation and future safety and optimum operation of such equipment.
- 8.4 As the final selection of equipment is, however, in the hands of the successful Tenderer, and the contract for the supply of the equipment, is between the Contractor and the Supplier, it shall be the Contractor's responsibility to ensure that the equipment ordered will be suitable for the spaces in which it will be installed and that

other influences shall not interfere with the safe, and optimum future operation of such equipment.

- 8.5 Particular attention must be given to the aspects of easy accessibility for maintenance and adjustment and specific safety requirements of particular suppliers.
- 8.6 Preference will be given to equipment and materials of local manufacture where such equipment and materials meet with the requirements of the standard and project specifications.
- 8.7 Tenderers shall only offer equipment and materials of a well-known recognised make, unless prior approval has been obtained from the Umgeni Water Maintenance Engineer.
- 8.8 The continuous successful operation of the system is dependent on good maintenance and the availability of spares. It is therefore important that Tenderers only include for equipment with good local representation, who are able to provide after-sales service.
- 8.9 Installation fit is an engineering function and not a system design function.
- 8.10 Tenderers shall price in their contract for the required engineering undertaken during the preparation of shop drawings in co-ordinating services to suit service spaces provided.
- 8.11 Such engineering to include co-ordination with other Contractors and shall take into account the Civil Contractor's preferred services installation sequence program.
- 8.12 It shall be a condition of this contract that in submitting a tender, the Tenderer will be deemed to have visited the site and to have considered all factors relating thereto which could influence his tender.
- 8.13 No claims for additional payment on the grounds of insufficient and/or inaccurate information will be entertained.
- 8.14 The Contractor shall nominate the "responsible person" who shall be responsible for the contract delivery work, and who shall ensure that training is provided to the Umgeni Water Personnel on the operation, handling and maintenance of the new equipment to be delivered on site.
- 8.15 The Contractor shall study the documentation supplied and comment on the bill of materials. All travelling and subsistence costs involved in execution of this work shall be included in the price.

- 8.16 This is firm and fixed price contract and the Contractor to bear in mind that no additional work will be paid for unless it is at the request of Umgeni Water.
- 8.17 All people working on site shall not use water from the channel or from the tap, which has a warning sign on it. Usage of this un-sanitised water will result to exposure to severe diseases.
- 8.18 The Contractor's obligations under the Contract comprise the provision of all labour, materials, transport and supervision for the supply, delivery, installation and commissioning of four RAS pumps and four WAS pumps for Howick Waste Water Treatment plant.
- 8.19 The Umgeni Water Rules for Contractors on Site guided by, SHE Guideline 5-43-1 Rules for Contractors on Site shall apply and a copy of this document will be attached.

Note: The above general specifications shall form part of the contract document.

- 8.20 The Tenderer is required to submit a 'bona fide' Tender, intended to be competitive and not to fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any third party. The Tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodgement of this Tender do any of the following acts:
 - Communicate to any person the amount or approximate amount of the proposed Tender except where the disclosure, in confidence, of the amount of this Tender was necessary for the preparation of the Tender.
 - Enter into any agreement or arrangement with any third party that we shall refrain from submitting a Tender or regarding the amount of any tender to be submitted.
 - Offer, pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the Works any act or deed of the sort described above; and
 - Commit any act or omission that would be contrary to the Maintenance and Promotion of Competition Act 96 of 1979 and notices and regulations published in terms of that Act, or contrary to the Harmful Business Practices Act 71 of 1988.
- 8.21 In the aforementioned context the word "person" includes any person or anybody or association, corporate or otherwise; and any "agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.

- 8.22 The Contractor shall use suitably qualified and experienced rigging personnel for lifting and handling all items for this supply, delivery, installation and commissioning work.
- 8.23 The plant and rigging equipment used for the handling of this equipment shall be such that no components shall be damaged in the entire process. In the event any components get damaged, the contractor shall timeously replace it.

9 GUARANTEE

9.1 Contractor shall provide twelve-month guarantee for all equipment supplied in terms of the contract.

9.2 The guarantee period shall commence upon hand over of the project.

- 10.1 All design, procedures, materials and equipment shall be in accordance with the current editions of the relevant South African National Standards Codes.
- 10.2 Sound pressure measurement procedures shall be guided by the stipulations of SABS Code of Practice 0197 - 1984.
- 10.3 All work carried out shall fully comply with the requirements of the Machinery and Occupational Safety Act N° 6 of 1983.
- 10.4 The equipment detailed in this Specification shall be made in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993).
- 10.5 The Contractor shall pay special attention to and abide by Umgeni Water's rules for Contractors on site.
- 10.6 The Contractor shall also pay special attention to O & M Manuals which shall be according to the Umgeni water O&M manuals specifications.
- 10.7 All reports shall be written in English language.
- 10.8 All drawings, technical documents, manuals, plates and labels shall use the International System of Units (SI).

Goods/ Services/ Equipment details

(a) PRICING:

- a) The tenderer's price must be fully inclusive and each item must be clearly specified.
- b) All additional costs must be clearly specified and included in the total quotation price, (e.g. transport, labour, etc.).
- c) All prices must be VAT inclusive.
- d) The tenderer's is responsible for all the cost that they shall incur related to the preparation and submission of the quotation.

2. INSTRUCTION TO TENDERERS

	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)		

Pricing Schedule – Bill of Quantities

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
1.0		PART 1: PRELIMINARY AND GENERAL				
1.1	SANS1200 A	FIXED CHARGE ITEMS				
1.1.1	6.6	The contractor shall allow the sum for Operation, Health and safety Act compliance. Including safety files	Sum	1		
1.1.2	5.3.6	Site acceptance test	Sum	1		
1.1.3		Commission	Sum	1		
1.1.4	5.3 & 11.2	Handover (O & M manual)	Sum	1		
1.2		TIME RELATED ITEMS				
1.2.1	6.7 & 11.1	Compliance to the Osh Act including all site programmes, inductions	Sum	1		
1.2.2		Supervision	Sum	1		
		Training of Umgeni water personnel	each	6		
	7	Travel to and from site	Sum	1		
		SUBTOTAL PART 1 : CARRIED FORWARD TO SUMMARY PAGE				

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
2.1		SUPPLY AND INSTALL ELECTROMAGNETIC FLOW METERS & ACCESSORIES				
2.1.1	2.1	Supply and install 7 FEV (or similar approved) meters	Sum	1		
2.1.2	4.3 & 11.5	Supply and install required accessories e.g. fasteners (bolts, nuts, washers, gaskets) but not limited	Sum	1		
2.1.3	3.3 & 11.6	Supply and install panel and surge protection unit	Sum	1		
2.1.4	3.1	Supply and install 4-core ECC copper cable, 4mm ² (10m long). Include cables and accessories	sum	1		
2.1.5		Trench and backfilling (10m trench)	sum	1		
2.1.6	3.1	Supply and installation of control cables and accessories	sum	1		
2.1.7	3.3	Supply and install an Outdoor Shelter (4mx4mx2m) for the meters	Sum	1		
		SUBTOTAL PART 2 : CARRIED FORWARD TO SUMMARY PAGE				

PART	DESCRIPTION	AMOUNT R-C
PART 1:	PRELIMINARY AND GENERAL	
PART 2:	SUPPLY AND INSTALL ELECTROMAGNETIC FLOW METERS & ACCESSORIES	
B CONTINGENCIES (15% of Subtotal A)		
C SUBTOTAL (A+B)		
D VALUE ADDED TAX (Add 15 % of Subtotal C)		
TOTAL (C+D)		

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.

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 attached 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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, 2017:

Designated Group: An EME or QSE which is at least 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
--	--

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

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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
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, 2017, 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, 2017 (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:

$$LC = [1 - x / y] * 100$$

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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

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: _____

RFQ Number: Q21/807/ZC
FOR THE SUPPLY/PROVISION OF

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 - 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 _____ 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 fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other 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/works** indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM 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)

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: _____

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 _____ 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:
 - (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) 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)**

4. 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).
5. An official order indicating service delivery instructions is forthcoming.
6. 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)

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: _____
