

TENDER DOCUMENT

TENDER NO: SBM 26/21/22

DESCRIPTION: SUPPLY AND DELIVERY OF WATER METERS FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.

CLOSING DATE: 10 FEBRUARY 2023

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Finance Department
Buller/Investment Centre
15 Main Road
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the above-mentioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

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INFORMATION OF TENDERER (IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS)	
NAME OF TENDERER <u>(THE COMPANY)</u>	
STREET ADDRESS	
POSTAL ADDRESS + POST CODE	
TEL NO	
E – MAIL FOR CORRESPONDENCE	
CSD DATABASE REG NO	MAAA.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
 Contact Person: Viandro van Wyk
 Tel: 022 701 7168
 e-mail: viandro.vanwyk@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Beau Adams
 Tel: 022 701 7053
 e-mail: beau.adams@sbm.gov.za

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CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒

- ☐ Current, Valid Tax Clearance Certificate
- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ Certified copy of bidders and director's municipal accounts or valid lease agreements
- ☐ Registration with professional body (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- ☐ Valid SANAS approved B-BBEE Certificate or B-BBEE affidavit. (Original or originally certified copy)
- ☐ Proof of accredited agency
- ☐ **THREE YEAR FINANCIAL STATEMENTS**

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER SBM 26/21/22

VERSKAFFING EN AFLEWERING VAN WATER METERS VIR DIE SALDANHABAAI MUNISIPALITEIT.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. C. de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag 12 Desember 2022**.

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhaabaai Munisipaliteit. 'n Bewys van betaling of bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mnr. B. Adams by beau.adams@sbm.gov.za

Tenders moet in die tenderbus by die Departement Finansies, Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12:00** op **10 FEBRUARIE 2023** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word.

Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

Plaaslike produksie is van toepassing op hierdie tender en tenderaars moet voldoen aan die vereistes soos per die MBD 6.2 in die tender dokument.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhaabaai
Privaatsak X 12
Vredenburg
7380

SALDANHA BAY MUNICIPALITY TENDER SBM 26/21/22

SUPPLY AND DELIVERY OF WATER METERS FOR THE SALDANHA BAY MUNICIPALITY.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. C. de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday 12 December 2022**.

If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. A proof of deposit or bank guaranteed cheque is required for the collection of tender documents.

Enquiries can be directed to Mr. B. Adams at beau.adams@sbm.gov.za

Tenders must be placed in the tender box at the Finance Department, Buller/Investment Centre, 15 Main Road, Vredenburg, before **12:00** on

10 FEBRUARY 2023, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in public after the closing hour.

Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

Local content is applicable to this tender and the bidders must adhere to the requirements as per the MBD 6.2 in the tender document.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Copies will not be accepted. Failure to do so will result in the disqualification of the tender.

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(b) Tender documents may not be altered or retyped. It will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

(a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Income Tax Clearance Certificate for the bidder on record. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature (original in black ink) of the bidder or person duly and lawfully authorized to sign it for and on behalf of the bidder.

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1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the compulsory site or information meeting.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be **placed in the tender box on the Ground floor at the Buller/Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on requested date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted **at the bidder's risk** and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents.

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If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out loud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document **within 7 (seven) days** of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.22 Enquiries

Enquiries in connection with these tender specifications, prior to the tender closure date, may be addressed to Mr. B. Adams, 022-701 7053. Enquiries regarding the tender process and Supply Chain Management related aspects may be addressed to Mr. V. van Wyk, Tel no: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za.

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1.2.23 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

Initial _____

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Initial _____

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHA BAY MUNICIPALITY.

BID NUMBER: **SBM 26/21/22** CLOSING DATE: **10 FEBRUARY 2023** CLOSING TIME: **12H00**

DESCRIPTION: **SUPPLY AND DELIVERY WATER METERS FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.**

The successful bidder will be required to fill in and sign a written Contract (MBD 7.1)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager
Saldanha Bay Municipality
Private Bag X12
VREDENBURG
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Finance Department
Buller/Investment Centre
Ground Floor
15 Main Road
VREDENBURG
7380



Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID 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

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS.....

.....

STREET ADDRESS

TELEPHONE NUMBER
CODE.....NUMBER.....

Initial_____

CELLPHONE NUMBER.....

FACSIMILE NUMBER

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)
YES or NO

HAS A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE
AFFIDAVIT BEEN SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS); OR.....☐

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

**(A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE
AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES /
WORKS OFFERED?

YES / NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE
DIRECTED TO:**

Contact Person: Mr. B. Adams

Tel: 022 701 7053

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SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to make application for a Tax Clearance Certificate" from any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Initial _____

SECTION 3.1

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

Initial _____

3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**

3.9.1 If yes, furnish particulars

.....

3.10 Are you, aware of any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.2 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

Initial _____

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (The Company)

Initial _____

SECTION 3.2

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- | | | |
|---|--|-----------|
| 1 | Are you by law required to prepare annual financial statements for auditing? | *YES / NO |
|---|--|-----------|

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

Initial

3

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES / NO

3.1

If yes, furnish particulars

.....

.....

4.

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

*YES / NO

4.1

If yes, furnish particulars

.....

.....

THIS DECLARATION FORM IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

Name of Bidder (The company)

Initial_____

SECTION 3.3**MBD 6.1****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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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.

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2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

Initial _____

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, 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

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.4 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Initial _____

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

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.

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration number:.....

- 8.3 Company registration number:.....

- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

- 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

Initial_____

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS

.....

Initial _____

SECTION 3.4

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/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;

Initial _____

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

The stipulated minimum threshold for local production and content for **Residential Water Meters** is set as follows for the specific types of meters:

Meter Category	Local Content Threshold
Prepaid Water Meters	40%
Postpaid Water Meters	40%

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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.

3. 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.

Initial_____

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 BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
 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.thdti.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 4.1 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.

Initial _____

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 4.1 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).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

(PLEASE ATTACH ANNEXURE C ALONG WITH THE RETURNABLE DOCUMENTS TO THE BACK OF THIS TENDER DOCUMENT. SCHEDULES SHOULD BE COMPLETED FOR EACH ITEM OFFERED AS PER DTI GUIDELINES)

Documents can be downloaded from the Municipal website:

<http://www.sbm.gov.za>



Initial _____

ANNEXURE C						SATS 1286.2011
Local Content Declaration – Summary Schedule						

(C1) Tender No.	SBM 26/21/22					
(C2) Tender Description	Supply and Delivery of Water Meters					
(C3) Designated product(s)	Residential Water Meters					
(C4) Tender Authority	Saldanha Bay Municipality					
(C6) Tender Exchange Rate	Pula		EU		GBP	
(C7) Specified local content %	40%					

NOTE: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.1 - 2.1.3	Residential Water Meters										

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Initial_____

MINIMUM THRESHOLD FOR LOCAL CONTENT

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Nr. of Sectors designated	Industry/sector/sub-sector	Minimum threshold for local content
1	Buses (Bus Body)	80%
2	Textile, Clothing, Leather and Footwear	100%
3	Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
4	Canned / Processed Vegetables	80%
5	Pharmaceutical Products:	
	• OSD Tender • Family Planning Tender	• 70% (volumes) • 50% value
6	Rail Rolling Stock	65%
7	Set Top Boxes (STB)	30%
8	Furniture Products:	
	• Office Furniture • School Furniture • Base and Mattress	• 85% • 100% • 90%
9	Solar Water Heater Components	70%
10	Electrical and telecom cables	90%
11	Valves products and actuators	70%
12	Residential Electricity Meter:	
	• Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters	• 70% • 70% • 50%
13	Working Vessels/Boats (All types):	60%
	• Components	• 10% - 100%
14	Conveyance Pipes	80% - 100%
	Transformers and Shunt Reactors:	
	• Class 0 • Class 1 • Class 2 • Class 3 • Class 4	• 90% • 70% • 70% • 45% • 10%
	• Components and conversion activities	• 50% - 100%
15	Solar PV Components:	
	• Laminated PV Modules • Module Frame • DC Combiner Boxes	• 15% • 65% • 65%

Initial_____

	• Mounting Structure • Inverter	• 90% • 40%
16	Two Way Radio Terminals and Associated Equipment:	
	• Portable Radio • Mobile Radio • Repeater	• 60% • 60% • 60%
	• Components	• 20% - 100%
17	Rail Signalling:	• 65%
	• Components	• 40% - 100%
18	Wheely Bins:	100%
19	Fire Fighting Vehicle	30%
	• Crew Cabin • Super Structure • Assembly	• 100% • 100% • 100%
20	Steel Products and Component for Construction	
21	Steel Value-added Products • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders Steel Value-added Products • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%

SECTION 3.5

MBD 8

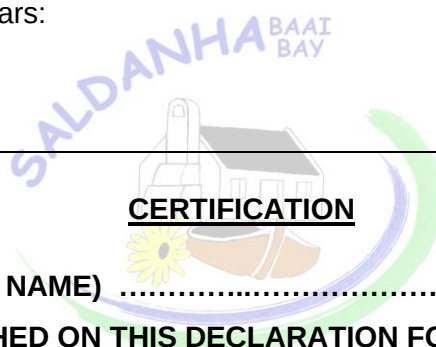
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Initial_____

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 Tenderer (Company)

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:Mr. / Mrs

Director 2 Address:Mr. / Mrs

Director 3 Address:Mr. / Mrs

Director 4 Address:Mr. / Mrs

Director 5 Address:Mr. / Mrs

Director 6 Address:Mr. / Mrs

Director 7 Address:Mr. / Mrs

Director 8 Address:Mr. / Mrs

Director 9 Address:Mr. / Mrs

Director 10 Address:Mr. / Mrs

Director 11 Address:Mr. / Mrs

Director 12 Address:Mr. / Mrs

Initial_____

SECTION 3.6

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Initial _____

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

Initial _____

MBD 9

- (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.

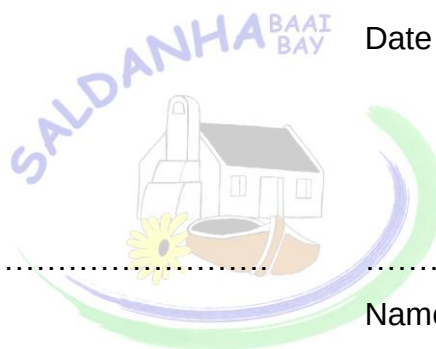
Initial_____

MBD 9

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 (Company)

Initial_____

SECTION 3.6

Central Supplier Database (CSD)

CENTRAL SUPPLIER DATABASE

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. A. Platjies at 022-701 6866.

CSD registration number (if registered): MAAA

Initial_____

SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

	Compulsory Required Documents	Attached (✓/x)
1	SANS 1529 Certificate	
2	SANAS Accredited Calibration Certificates	
3	Product Brochures	
4.	Proof of storage or account at accredited distributor	

Please note: FAILURE TO ATTACH THE DOCUMENTARY PROOF

OF THE ABOVE REQUESTED DOCUMENTS WITH THE TENDER DOCUMENT ON THE CLOSING DATE WILL RENDER THE BID NON-RESPONSIVE.

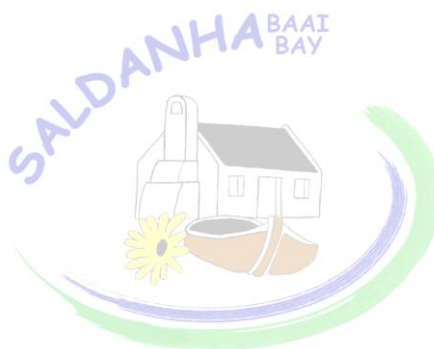
- Delivery must take place within the specified timeframes. In the event of the preferred bidder not complying, the tender will be terminated and rewarded to the next qualifying bidder.
- Bidders are required to EXPLICITLY MARK EITHER “COMPLY”, OR “DO NOT COMPLY” on each and every mandatory requirement. Failure to do so will be taken as a “DO NOT COMPLY”.
- i. Bidders must SUBSTANTIATE/MOTIVATE or PROVIDE PROOF where required. Failure to do so will be taken as a “DO NOT COMPLY”.

PREVIOUS EXPERIENCE AND CAPABILITIES-RELATED MANDATORIES:

1.	The bidder must provide proof of experience in the delivery items in bulk for a term contract lasting at least 12 months to industry within South Africa. The contract must be not older than 36 months.	Comply	Not Comply
	Substantiate or provide relevant proof	Provide at least two duly signed written contactable reference letters on official letterheads from the institutions that utilised the services of the bidder as set out. The reference must contain the following: • Verifiable contact details of the company/ institution as well as the project manager. • Scope of work. • Duration of the contract.	
2.	The bidder must have storage facilities or have a credit facility with a manufacturer/supplier/distributor that can supply within the required delivery period as specified in	Comply	Not Comply

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	the pricing schedule. Saldanha Bay Municipality reserves the right to conduct a site inspection before the contract is awarded. The storage facility must be in the form of a warehouse.		
Substantiate or provide relevant proof	• The bidder must provide an address where the storage facility is situated as well as proof of ownership or a valid lease for the site and the area in square meters of the facility and/or • A letter from the manufacturer/supplier/distributor indicating the value of the credit facility and the storage size of the manufacturer/supplier/distributor.		



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SECTION 4.2

DETAILED SPECIFICATIONS

GENERAL

Spare parts for all water meters offered must be available in South Africa and still be available for a period of ten years after the purchase of the water meter.

LEGAL REQUIREMENTS

All 15mm, 20mm and 25mm Water meters supplied must be approved for trade use by the National Regulator for Compulsory Specifications (N.R.C.S.) in South Africa in accordance with the requirements of S.A.N.S 1529-1: 2019 and Section 22 of the Legal Metrology Act 2014 (Act 9 of 2014)

All water meters supplied must be tested and verified within the borders of South Africa in accordance with the requirements of section 7 of the Legal Metrology Act 2014 (Act 9 of 2014). All verification must be performed by a registered Verification Officer in an S.A.N.A.S. Accredited Verification Laboratory.

1. Glass Reinforced Polymer Bodied Semi-Positive Rotary Piston Type Domestic Cold Water Meter in Polybox

Performance Specification

The Water Meter must be of the semi-positive rotary piston volumetric type with the following capabilities or better:-

METER SIZE	15mm*	20mm*	25mm*
Maximum Flowrate $q_s \pm 2\%$ (m ³ /h)	3	5	7
Nominal Flowrate $q_p \pm 2\%$ (m ³ /h)	1,5	2,5	3,5
Transitional Flowrate $q_t \pm 2\%$ (l/h)	22,5	37,5	52,5
Minimum Flowrate $q_{min} \pm 5\%$ (l/h)	15	25	35
Maximum Working Pressure (Kpa)	1600	1600	1600
Body Length (mm)	114	165	198
Pulse Output (l)	0.5	0.5	5

* Class 'C' Accuracy Specification.

In addition, the meters offered must comply with the following: -

- Counters to be the sealed liquid filled wet dial type to prevent formation of condensation under the lens and the ingress of dirt obscuring the reading.
- Meter counter to be direct mechanical drive type to prevent outside magnetic interference.

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- Counter window to be minimum 7mm thick. An uncontrollable discharge of water must result should the window be penetrated with a hot needle or similar sharp instrument to stop the counter from operating.
- Counter capsule to be filled with a mixture of water and glycerine to prevent freezing and which acts as an algaecide preventing algae from growing under the lens.
- Meters must be approved to Class C by the N.R.C.S. for both Vertical and Horizontal installation.
- Meter accuracy must not be affected by rhythmic or pulsating water flows.
- Meter performance must comply with SANS1529-1 Class 'C' Specification. This to reduce the volume of water escaping measurement at low flow rates and increase meter service life. Improves revenue generation.
- Meter bodies to be manufactured from specially blended glass reinforced polymer which is UV stabilised glass reinforced polymer for high strength - 4 800 kPa test pressure (48 Bar)
- Working temperature between 2° C and 40° C.
- Maximum working pressure of 1 600 kPa. (16 Bar)
- The 20mm meter piston must be of such a size that it rotates at 17 revolutions or less per litre measured to generate enough torque and assist with improved performance and reliability in the presence of suspended solids in the water.
- The 15mm meter piston must be of such a size that it rotates at 36 revolutions per litre measured to increase low flow measurement sensitivity and reduce the point at which the meter starts to turn and measure.
- Maximum rate of flow (Qs) must be achieved at a pressure drop not exceeding 100 kPa across the inlet/outlet of the meter.
- Shaped, vertical grooves must be incorporated in the piston to create a turbulence seal whilst in operation. This to improve meter performance and reliability in the presence of suspended solids.
- All internal plastic components to be constructed of virgin materials.
- Each meter must be backed with a 3-year guarantee against faulty workmanship and/or materials.
- Meters must be pulse prepared. (Optional reed switch)
- The reed switch probe hole to be sealed with a removable plug. This prevents the probe hole from becoming clogged with dirt preventing the fitment of a reed switch later.
- 15mm meter to have a built-in non-return valve to prevent generation of false pulses and meter reversal.

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- 20mm and 25mm meter to be fitted with a stainless-steel spring-loaded non-return valve. The poppet to be made from rubber compound to ensure proper seal.
- 15mm meter to fitted with a fine mesh internal strainer to protect the working chamber from damage and wear caused by suspended solids in the water.
- 20mm meter to be fitted with a bowed fine mesh strainer which increases the total mesh area and guides suspended solids to collect around outer rim of the strainer before becoming blocked. The strainer is also bowed for increased strength.

2.1.1 **Polymer Bodied ultrasonic SMART water meter with lockable restrictor valve in polybox (Wireless M Bus)**

Lockable restrictor valve to be SANS approved

Oval Meter Box to be SANS approved

Meters available in sizes: 15mm and 20mm

Stopcock to be installed in meter box

	Compulsory Required Documents	Attached (✓/x)
1	SANS 1529 Certificate	
2	SANAS Accredited Calibration Certificates	
3	Product Brochures	

Product Specification

Electronic measurements are based on the ultrasonic principle.

1. The flowmeter shall be capable of measuring flow total in both directions, with two independent totalisers to give flow for network management purposes.
2. A calibration certificate shall be provided showing Class C or better
3. The flowmeter installation shall not require the use of straight length upstream and downstream of the water meter to secure its accuracy.
4. The flow meter shall offer unlimited stable zero so that routine zeroing is not required.
5. The flowmeter shall indicate burst, leak and empty pipe detection.
6. The flowmeter shall be full IP68 (including connector for future connection to Automated Meter Reading).
7. The flowmeter shall be reinforced to PN16 pressure rated.
8. The flowmeter shall be battery powered (internally) with a minimum of 12 years operating time with activated radio outputs.
9. The flowmeter shall be compatible for Wireless M Bus Automated Meter Reading systems.

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Flowmeter marking and dimensions

Following markings must be external, visible and indelibly marked:

1. Unique serial number, having year of manufacturing integrated in the serial number.
2. Product code
3. Approval number (SANS)
4. Manufacturing place
5. Meter size
6. IP Degree
7. Calibration coefficient number
8. End Customer logo or label on faceplate of meter
9. An arrow indicating the flow of direction must be indicated on the side of the meter

Accuracy

Meter accuracy shall conform to the stated design standard SANS1529-1:2019. The accuracy of flow measurements shall not be infected irrespective of the angle of installation.

Register

The register shall indicate volumetric readings in cubic meters and must read to three decimal places, thus to 1 liter.

The display must be easy to read regardless of lighting conditions and temperature.

It shall register instantaneous flow readings as well as cumulative flow readings between any two periods.

Data Storage

The meter shall have an in-built storage.

It shall be able to store daily readings for a period of at least 12 calendar months and month end readings for at least 3 years.

The unit must be able to be interrogated via optical connection with a hand-held unit.

Communication

Radio communication must be integrated in the meter body to avoid tampering and malfunction due to incidents.

The registered readings from the meter shall be visible for manual readings, as well as being transmitted to other devices via a network.

Data security is critical and individual key encryption is required to prevent unauthorized access to consumer consumption.

Glass cover

The register shall have a transparent cover free from bubbles, dirt or other defects that reduce transparency.

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Heat treated, breakage resistant glass or a comparable plastic material is preferred.

The cover shall withstand normal ambient conditions and a temperature of 70 degrees Celsius without deformation.

Provision should be made for the removal of condensation on the underside of the cover.

Security

The components that make the meter accessible such that the correct indications and/or register can be influenced, shall be sealed.

The meter shall detect and prevent unauthorized access and indicate such events on display.

Material

- All parts of the meter shall be robust, durable and non-corrosive.
- All parts in contact with water must be water resistant.
- The supplier should clearly list all parts of the meter and specify material of manufacture.

Housing

- The meter housing shall be made of high performance thermoplastic.

Internal parts

- Internal components shall be made of high grade polymer provided it will not affect the quality of water adversely.

Restrictor Valve

- 15mm Polypropylene (PPR) 3 X WAY- Lockable Restrictors Valves is Tested and Approved for to PN-16 Rating in accordance with the SABS specifications (SANS 16135) and JASWIC approved.
- The valve consists of a special master key and lock to adjust the valve, to avoid tampering.
- The 3 x functions of the valve are **open**, **closed** and **restricted**. When the (R) restriction mode, the smart flow valve supplies water at the rate of 15kl per month (or to councils requirements), at a working pressure of a low pressure of a low pressure (1) one kpa up to a high pressure (6) six kpa at a continuous flow.

Tested and approved to PN-16 rating as per SABS-SANS specifications: SANS 16135:2009.

This compensating for the variation of pressure, to still be able to deliver the minimum water to consumers. To comply with the governments "Free Basic Water Policy" able for self-cleaning with the turn of the Master Key, and to do the switch between **open**, **closed** and **restrict**, without having to remove the valve.

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15mm Ball Valve consists of female X Female Moulded '**BSP THREADS**, in-let and out-let to accommodate both $\frac{1}{2}$ and $\frac{3}{4}$ fittings. On request: valve also available for fusion welding.

Restrictor valve to be placed behind the meter in water meter box with stopcock placed in front of meter

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any information codes in the meters.
- The data communication from the meters must comply with the European standard on Wireless M-Bus Communication EN13757-4 mode C1.
- The data communication must from water must contain the following:
 - a. Specific meter number:
When the meter number is transferred with the data communication, it's easy to verify that the correct meter has been installed at the right consumer.
 - b. Meter count stated in m3
The meter count is the legal unit which can be used for invoicing.
 - c. Information about the daily maximum flow
Daily maximum flow provides the possibility of checking if the relevant meter is correctly dimensioned. The correct dimensioning of a meter results in the avoidance of losses
 - d. Information about unauthorized access to the meter
To ensure that all consumed water is invoiced, it is important that the information about attempts of tampering the meter is part of the remotely read data.
 - e. Information about return flow and/or air in the meter
Registration of return flow can be an important parameter in connection with the detection of possible pollution sources in case of external supply of polluted water which is pressed into the tap water supply. In case of polluted water, you can use the remotely read registration of return flow to quickly troubleshoot and normalize the situation.
- It must be possible to read the meter at least once a day.
- The meter must be configured in such a way that the data communication is disconnected until immediately after installation.
- When the data communication is disconnected until the time of installation, it is to ensure that the battery is not drained by the data communication while the meter is in stock.
- The meter must be configured in such a way that the data communication is automatically started immediately after installation.
- To avoid that the consumers are visited repeatedly, it is appropriate that the radio communication is initiated automatically and not dependent on the memory of the installer.
- The meter must be equipped with an internal antenna
- It must be possible to use wireless antennas/repeaters which can repeat the signal from at least 5 meters.

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Fixed reading systems

- The components of the reading system must comply with valid R&TTE directive
- The data collection units must be IP44
- The meter reading system must be capable of collecting information about pressure surges in the network, thus being able to support metering frequencies up to 10 Hz

Mobile reading

- Data read via mobile unit must be able to be synchronized with the servers of the reading system from the field.
- The mobile unit must be able to visualize the meters position on a map.
- The operator must during the reading not be tied to predefined routes, but be able to read the meters in a desirable order.
- It must be possible for the operator to see the following information for the read meters on the mobile unit:
 - a. Meter count
 - b. Address and customer ID
 - c. Info codes/alarms
 - d. Meter type
 - e. Serial number
- The mobile unit must visually and by all means of sound indicate when the meter has been read.
- The mobile unit must read out logged values from water meters
- Alarm notifications from the meters must be readable directly on the mobile unit.

Oval Meter Box

- Material - Oval box and base plate: a specially modified compound of Polypropylene thermoplastic which is UV stabilized.
- Color - Black body. Color coded lid blue with water meter box on lid
- Dimension - $\pm 350\text{mm} \times 180\text{mm} \times 150\text{mm}$
- Hinged lid containing tamperproof locking mechanism.
- Box to contain two way plastic municipal ball cock (stopcock), water meter and restrictor valve (placed behind water meter).
- All internal joints to be fusion welded and tested to ensure that there are no leaks. Proof of tests may be requested by the department.
- Connection ends to be 20mm reinforced female threads for 15mm and 20mm water meters

2.1.2 Polymer Bodied ultrasonic SMART water meter with lockable restrictor valve in polybox (Sigfox)

Lockable restrictor valve to be SANS approved

Oval Meter Box to be SANS approved

Meters available in sizes: 15mm and 20mm

Stopcock to be installed in meter box

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	Compulsory Required Documents	Attached (✓/x)
1	SANS 1529 Certificate	
2	SANAS Accredited Calibration Certificates	
3	Product Brochures	

Product Specification

Electronic measurements are based on the ultrasonic principle.

1. The flowmeter shall be capable of measuring flow total in both directions, with two independent totalisers to give flow for network management purposes.
2. A calibration certificate shall be provided showing Class C or better
3. The flowmeter installation shall not require the use of straight length upstream and downstream of the water meter to secure its accuracy.
4. The flow meter shall offer unlimited stable zero so that routine zeroing is not required.
5. The flowmeter shall indicate burst, leak and empty pipe detection.
6. The flowmeter shall be full IP68 (including connector for future connection to Automated Meter Reading).
7. The flowmeter shall be reinforced to PN16 pressure rated.
8. The flowmeter shall be battery powered (internal) with a minimum of 12 years operating time with activated daily Sigfox radio outputs.
9. The flowmeter shall be certified Sigfox Ready Class 0 with end product certificate available.

Flowmeter marking and dimensions

Following markings must be external, visible and indelibly marked:

1. Unique serial number, having year of manufacturing integrated in the serial number.
2. Product code
3. Approval number (SANS)
4. Manufacturing place
5. Meter size
6. IP Degree
7. Calibration coefficient number
8. End Customer logo or label on faceplate of meter
9. An arrow indicating the flow of direction must be indicated on the side of the meter

Accuracy

Meter accuracy shall conform to the stated design standard SANS1529-1:2019. The accuracy of flow measurements shall not be infected irrespective of the angle of installation.

Register

The register shall indicate volumetric readings in cubic meters and must read to three decimal places, thus to 1 liter.

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The display must be easy to read regardless of lighting conditions and temperature.

It shall register instantaneous flow readings as well as cumulative flow readings between any two periods.

Data Storage

The meter shall have an in-built storage.

It shall be able to store daily readings for a period of at least 12 calendar months and month end readings for at least 3 years.

The unit must be able to be interrogated via optical connection with a hand-held unit.

Communication

Radio communication must be integrated in the meter body to avoid tampering and malfunction due to incidents.

The registered readings from the meter shall be visible for manual readings, as well as being transmitted to other devices via a network.

Data security is critical and individual key encryption is required to prevent unauthorized access to consumer consumption.

Glass cover

The register shall have a transparent cover free from bubbles, dirt or other defects that reduce transparency.

Heat treated, breakage resistant glass or a comparable plastic material is preferred.

The cover shall withstand normal ambient conditions and a temperature of 70 degrees Celsius without deformation.

Provision should be made for the removal of condensation on the underside of the cover.

Security

The components that make the meter accessible such that the correct indications and/or register can be influenced, shall be sealed.

The meter shall detect and prevent unauthorized access and indicate such events on display.

Material

- All parts of the meter shall be robust, durable and non-corrosive.
- All parts in contact with water must be water resistant.
- The supplier should clearly list all parts of the meter and specify material of manufacture.

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Housing

- The meter housing shall be made of high performance thermoplastic.

Internal parts

- Internal components shall be made of high grade polymer provided it will not affect the quality of water adversely.

Restrictor Valve

- 15mm Polypropylene (PPR) 3 X WAY- Lockable Restrictors Valves is Tested and Approved for to PN-16 Rating in accordance with the SABS specifications (SANS 16135) and JASWIC approved.
- The valve consists of a special master key and lock to adjust the valve, to avoid tampering.
- The 3 x functions of the valve are **open, closed** and **restricted**. When the (R) restriction mode, the smart flow valve supplies water at the rate of minimum 6kl per month to 20kl per month (or to councils requirements), at a working pressure of a low pressure of a low pressure (1) one kpa up to a high pressure (6) six kpa at a continuous flow.

Tested and approved to PN-16 rating as per SABS-SANS specifications: SANS 16135:2009.

This compensating for the variation of pressure, to still be able to deliver the minimum water to consumers. To comply with the governments "Free Basic Water Policy" able for self-cleaning with the turn of the Master Key, and to do the switch between **open, closed** and **restrict**, without having to remove the valve. 15mm Ball Valve consists of female X Female Moulded '**BSP THREADS**, in-let and out-let to accommodate both $\frac{1}{2}$ and $\frac{3}{4}$ fittings. On request: valve also available for fusion welding.

Restrictor valve to be placed behind meter in water meter box with stopcock placed in front of meter

Mobile reading

- Data read via mobile unit must be able to be synchronized with the servers of the reading system from the field.
- The mobile unit must be able to visualize the meters position on a map.
- The operator must during the reading not be tied to predefined routes, but be able to read the meters in a desirable order.
- It must be possible for the operator to see the following information for the read meters on the mobile unit:
 - a. Meter count
 - b. Address and customer ID
 - c. Info codes/alarms
 - d. Meter type
 - e. Serial number

Initial_____

- The mobile unit must visually and by all means of sound indicate when the meter has been read.
- The mobile unit must read out logged values from water meters
- Alarm notifications from the meters must be readable directly on the mobile unit.

Oval Meter Box

- Material - Oval box and base plate: a specially modified compound of Polypropylene thermoplastic which is UV stabilized.
- Color - Black body. Color coded lid blue with water meter box on lid
- Dimension - $\pm 350\text{mm} \times 180\text{mm} \times 150\text{mm}$
- Hinged lid containing tamperproof locking mechanism.
- Box to contain two way plastic municipal ball cock (stopcock), water meter and restrictor valve (placed behind water meter).
- All internal joints to be fusion welded and tested to ensure that there are no leaks. Proof of tests may be requested by the department.
- Connection ends to be 20mm reinforced female threads for 15mm and 20mm water meters

2.1.3 Polymer Bodied ultrasonic SMART water meter with lockable restrictor valve in polybox (Acoustic Leak Detection)

Ultrasonic water meter to bear SABS approved mark

Lockable restrictor valve to be SANS approved

Oval Meter Box to be SANS approved

Meters available in sizes: 15mm and 20mm

Stopcock to be installed in meter box

	Compulsory Required Documents	Attached ($\sqrt{x}$)
1	SANS 1529 Certificate	
2	SANAS Accredited Calibration Certificates	
3	Product Brochures	

Product Specification

Electronic measurements are based on the ultrasonic principle.

1. The flowmeter shall be capable of measuring flow total in both directions, with two independent totalisers to give flow for network management purposes.
2. A calibration certificate shall be provided showing Class C or better
3. The flowmeter installation shall not require the use of straight length upstream and downstream of the water meter to secure its accuracy.
4. The flow meter shall offer unlimited stable zero so that routine zeroing is not required.

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5. The flowmeter shall indicate burst, leak and empty pipe detection.
6. The flowmeter shall be full IP68 (including connector for future connection to Automated Meter Reading).
7. The flowmeter shall be reinforced to PN16 pressure rated.
8. The flowmeter shall be battery powered (internally) with a minimum of 12 years operating time with activated radio outputs.
9. The flowmeter shall be compatible for Wireless M Bus Automated Meter Reading systems.
10. The flowmeter shall offer acoustic leak detection for easier identification of leaks in the connection pipes

Flowmeter marking and dimensions

Following markings must be external, visible and indelibly marked:

1. Unique serial number, having year of manufacturing integrated in the serial number.
2. Product code
3. Approval number (SANS)
4. Manufacturing place
5. Meter size
6. IP Degree
7. Calibration coefficient number
8. End Customer logo or label on faceplate of meter
9. An arrow indicating the flow of direction must be indicated on the side of the meter
10. SABS approved mark

Accuracy

Meter accuracy shall conform to the stated design standard SANS1529-1:2019. The accuracy of flow measurements shall not be infected irrespective of the angle of installation.

Meter must be able to measure low flows accurately so minimum cutoff value of 2 l/h for Q_P 1.5

Correct sizing of meter is important to assure accurate measurement. Meter must be able to provide an alarm whenever maximum flow of the meter is exceeded to correctly size meter to the installation.

Register

The register shall indicate volumetric readings in cubic meters and must read to three decimal places, thus to 1 liter.

The display must be easy to read regardless of lighting conditions and temperature.

It shall register instantaneous flow readings as well as cumulative flow readings between any two periods.

Data Storage

The meter shall have an in-built storage.

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It shall be able to store hourly readings for more than 30 days, daily readings for a period of at least 12 calendar months and month end readings for at least 3 years. The unit must be able to be interrogated via optical connection with a hand held unit.

It shall be able to store daily readings for a period of at least 12 calendar months and month end readings for at least 3 years.

The unit must be able to be interrogated via optical connection with a hand-held unit.

Communication

Radio communication must be integrated in the meter body to avoid tampering and malfunction due to incidents.

The registered readings from the meter shall be visible for manual readings, as well as being transmitted to other devices via a network.

Data security is critical and individual key encryption is required to prevent unauthorized access to consumer consumption.

Glass cover

The register shall have a transparent cover free from bubbles, dirt or other defects that reduce transparency.

Heat treated, breakage resistant glass or a comparable plastic material is preferred.

The cover shall withstand normal ambient conditions and a temperature of 70 degrees Celsius without deformation.

Provision should be made for the removal of condensation on the underside of the cover.

Security

The components that make the meter accessible such that the correct indications and/or register can be influenced, shall be sealed.

The meter shall detect and prevent unauthorized access and indicate such events on display.

Material

- All parts of the meter shall be robust, durable and non-corrosive.
- All parts in contact with water must be water resistant.
- The supplier should clearly list all parts of the meter and specify material of manufacture.

Housing

- The meter housing shall be made of high performance thermoplastic.

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Internal parts

- Internal components shall be made of high grade polymer provided it will not affect the quality of water adversely.

Restrictor Valve

- 15mm Polypropylene (PPR) 3 X WAY- Lockable Restrictors Valves is Tested and Approved for to PN-16 Rating in accordance with the SABS specifications (SANS 16135) and JASWIC approved.
- The valve consists of a special master key and lock to adjust the valve, to avoid tampering.
- The 3 x functions of the valve are **open, closed** and **restricted**. When the (R) restriction mode, the smart flow valve supplies water at the rate of 15kl per month (or to councils requirements), at a working pressure of a low pressure of a low pressure (1) one kpa up to a high pressure (6) six kpa at a continuous flow.

Tested and approved to PN-16 rating as per SABS-SANS specifications: SANS 16135:2009.

This compensating for the variation of pressure, to still be able to deliver the minimum water to consumers. To comply with the governments "Free Basic Water Policy" able for self-cleaning with the turn of the Master Key, and to do the switch between **open, closed** and **restrict**, without having to remove the valve. 15mm Ball Valve consists of female X Female Moulded **BSP THREADS**, in-let and out-let to accommodate both $\frac{1}{2}$ and $\frac{3}{4}$ fittings. On request: valve also available for fusion welding.

Restrictor valve to be placed behind the meter in water meter box with stopcock placed in front of meter.

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any information codes in the meters.
- The data communication from the meters must comply with the European standard on Wireless M-Bus Communication EN13757-4 mode C1.
- The data communication must from water must contain the following:
 - a. Specific meter number:
When the meter number is transferred with the data communication, it's easy to verify that the correct meter has been installed at the right consumer.
 - b. Meter count stated in m3
The meter count is the legal unit which can be used for invoicing.
 - c. Information about the daily maximum flow
Daily maximum flow provides the possibility of checking if the relevant meter is correctly dimensioned. The correct dimensioning of a meter results in the avoidance of losses

Initial_____

- d. Information about unauthorized access to the meter to ensure that all consumed water is invoiced, it is important that the information about attempts of tampering the meter is part of the remotely read data.
- e. Information about return flow and/or air in the meter
Registration of return flow can be an important parameter in connection with the detection of possible pollution sources in case of external supply of polluted water which is pressed into the tap water supply. In case of polluted water, you can use the remotely read registration of return flow to quickly troubleshoot and normalize the situation.
 - It must be possible to read the meter at least once a day.
 - The meter must be configured in such a way that the data communication is disconnected until immediately after installation.
 - When the data communication is disconnected until the time of installation, it is to ensure that the battery is not drained by the data communication while the meter is in stock.
 - The meter must be configured in such a way that the data communication is automatically started immediately after installation.
 - To avoid that the consumers are visited repeatedly, it is appropriate that the radio communication is initiated automatically and not dependent on the memory of the installer.
 - The meter must be equipped with an internal antenna
 - It must be possible to use wireless antennas/repeaters which can repeat the signal from at least 5 meters.

Fixed reading systems

- The components of the reading system must comply with valid R&TTE directive
- The data collection units must be IP44
- The meter reading system must be capable of collecting information about pressure surges in the network, thus being able to support metering frequencies up to 10 Hz

Mobile reading

- Data read via mobile unit must be able to be synchronized with the servers of the reading system from the field.
- The mobile unit must be able to visualize the meters position on a map.
- The operator must during the reading not be tied to predefined routes, but be able to read the meters in a desirable order.
- It must be possible for the operator to see the following information for the read meters on the mobile unit:
 - a. Meter count
 - b. Address and customer ID
 - c. Info codes/alarms
 - d. Meter type
 - e. Serial number
- The mobile unit must visually and by all means of sound indicate when the meter has been read.
- The mobile unit must read out logged values from water meters
- Alarm notifications from the meters must be readable directly on the mobile unit.

Initial_____

Oval Meter Box

- Material - Oval box and base plate: a specially modified compound of Polypropylene thermoplastic which is UV stabilized.
- Color - Black body. Color coded lid blue with water meter box on lid
- Dimension - $\pm 350\text{mm} \times 180\text{mm} \times 150\text{mm}$
- Hinged lid containing tamperproof locking mechanism.
- Box to contain two way plastic municipal ball cock (stopcock), water meter and restrictor valve (placed behind water meter).
- All internal joints to be fusion welded and tested to ensure that there are no leaks. Proof of tests may be requested by the department.
- Connection ends to be 20mm reinforced female threads for 15mm and 20mm water meters

2.2.1 Data collection units (Concentrator)

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any info codes in the meters.
- The data communication from the meters must comply with the European standard on Wireless M-Bus communication EN13757-4 mode C1 or C2.
- The data communication from the meters must be encrypted individually with secure transmission from data collector to the server.
- It must be possible to read the meters at least once a day.
- It must be possible to use wireless antennas / repeaters which can repeat the signal from at least 5 meters.
- The components of the reading system must comply with valid R&TTE directive.

Concentrator

- Each data collection unit must time stamp received data packages.
- Each data collection unit must be able to collect hourly data from at least 1000 meters and in higher density areas meter data collection from at least more than 15000 meters.
- Each data collection unit must be able to forward received data once an hour to the servers of the reading system.
- Each data collection unit must be able to forward received data for selected priority meters at an interval down to 5 minutes.

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- Each data collection unit must be equipped with Ethernet connection (RJ45).
- Each data collection unit must be able to be equipped with a 2G/3G/4G modem.
- It must be possible on each data collection unit to access information about from which meters data is received.
- It must be possible, both centrally and locally at the unit, to assess with which quality the signal from read meters is received by each data collection unit.
- The data collection units must be IP44.
- The data collection units must have integrated 10A/C10 circuit breaker.
- Consumption data from the meters may not be decrypted in the data collection units.
- Each data collection unit must be able to connect up to two external high gain antennas.
- Antennas and fittings must be marine grade, with ingress protection of IP66 and operate in temperature range from -30 deg C to +70 Deg C. with a frequency range of 824 -894 MHz.

2.2.2 Data collection units (Data Repeater)

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any info codes in the meters.
- The data communication from the meters must comply with the European standard on Wireless M-Bus communication EN13757-4 mode C1 or C2.
- The data communication from the meters must be encrypted individually with secure transmission from data collector to the server.
- It must be possible to read the meters at least once a day.
- It must be possible to use wireless antennas / repeaters which can repeat the signal from at least 5 meters.
- The components of the reading system must comply with valid R&TTE directive.

Repeater

- It must be possible to extend the range of the data collection units through the use of repeaters to be installed for hard to reach meters

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- Repeaters must be able to collect and extend Wireless M bus C1 packets in the frequency bands from 868MHz – 870MHz. Units must require no external power and operate on battery for more than 5 years.

2.2.3 **Data collection units (Data Repeater with GSM)**

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any info codes in the meters.
- The data communication from the meters must comply with the European standard on Wireless M-Bus communication EN13757-4 mode C1 or C2.
- The data communication from the meters must be encrypted individually with secure transmission from data collector to the server.
- It must be possible to read the meters at least once a day.
- It must be possible to use wireless antennas / repeaters which can repeat the signal from at least 5 meters.
- The components of the reading system must comply with valid R&TTE directive.

Repeater with GSM

- It must be possible to read meters in remote installations with 2G/4G data collection units that can handle up to 5 meters requiring no external power supply for the unit.
- The data collect unit for remote areas must be IP68 to protect from adverse weather conditions.
- Battery life for normal operation should be more than 5 years operating in a temperature range from -35 deg C to + 55 Deg C.
- ICASA license to be supplied for 2G/4G data collection units.

2.3.1 **Meter Data Management System**

Communication

- The meters in the system must have integrated data communication or the possibility of integrating a module which enable remote reading of meter count and any info codes in the meters.

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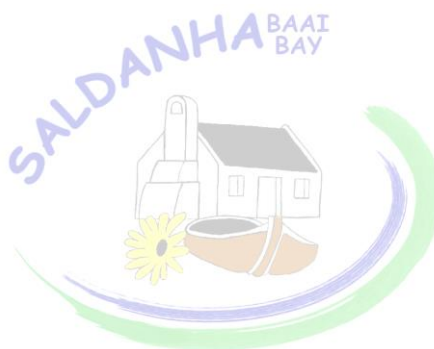
- The data communication from the meters must comply with the European standard on Wireless M-Bus communication EN13757-4 mode C1 or C2.
- The data communication from the meters must be encrypted individually with secure transmission from data collector to the server.
- It must be possible to read the meters at least once a day.
- It must be possible to use wireless antennas / repeaters which can repeat the signal from at least 5 meters.
- The components of the reading system must comply with valid R&TTE directive.

Meter Data Management System

- The meter data management system must handle data from meters read by mobile units as well as by the network
- The data management system must handle data read from loggers in meters
- Read meter must be illustrated in the form of graphical bars
- In the data management system, it must be possible to freely define the import format for importing customer information
- In the data management system, it must be possible to freely define the export format for exporting data to third-party programs
- It must be possible to automate export of data to third-party programs at an interval of as little as one hour
- The data management system must be able to automatically, at an interval of as little as one hour, to send out emails to definable email addresses with reading data for selected meters
- The data management system must automatically check whether the program is updated to the newest version
- The data management system must manage the pairing with mobile reading units, making it possible to disconnect the pairing from the system
- New meters must automatically be available in the data management system immediately after purchase
- It must be possible to group the meters for the purpose of exporting certain groups or reading single groups
- It must be possible to show data from pressure sensors graphically as curves over time

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- It must be possible to perform meter exchange activities including: stock-keeping of meters on stock, customer details, manual inputs for meter consumption, photos of installation.
- It must be able to be synchronised with smart devices such as smartphones and tablets.
- It must be possible to visualize reading performance according to different performance criteria.
- It must be able to generate reports based on the actual meter reading performance and according to user-defined performance criteria.
- It must be possible to show meters geographical position on an integrated map.



SECTION 4.3

PRICING AND DELIVERY SCHEDULE

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Nett Unit Price Delivered Excl. Vat 01 July 2022 - 30 June 2023 (A)</i>	<i>Make or Brand Name</i>	<i>Delivery Period (Weeks)</i>
1	Glass Reinforced Volumetric Rotary Piston Domestic Water Meter (Class C) in Polybox				
1.1	15 mm dia meter - Size 3	ea			1 - 4
1.2	20 mm dia meter - Size 5	ea			1 - 4
1.3	25 mm dia meter - Size 5	ea			1 - 4
TOTAL EXCLUDING VAT					
15% VAT					
TOTAL INCLUDING VAT					

Initial_____

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Nett Unit Price Delivered Excl. Vat 01 July 2022 - 30 June 2023 (A)</i>	<i>Make or Brand Name</i>	<i>Delivery Period (Weeks)</i>
2.1	SMART Ultrasonic Water Meter with lockable Restrictor valve and Stopcock in Polybox				
2.1.1	20 mm dia meter - Wireless M Bus	ea			1 - 4
2.1.2	20 mm dia meter - Sigfox	ea			1 - 4
2.1.3	20 mm dia meter - Acoustic Leak Detection	ea			1 - 4
2.2	SMART Water Meter Data Collection Unit				
2.2.1	Data concentrator	ea			1 - 4
2.2.2	Data repeater	ea			1 - 4
2.2.3	Data repeater with GSM	ea			1 - 4
2.3	SMART Water Meter Data Management System				
2.3.1	Data Management System	ea			1 - 4
2.3.2	Licensing fee	yearly			1 - 4
TOTAL EXCLUDING VAT					
15% VAT					
TOTAL INCLUDING VAT					

Initial_____

SECTION 4.4**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - 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;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:.....

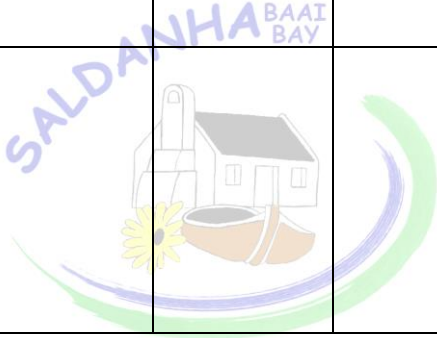
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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER, THE MUNICIPALITY)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	TENDERER	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
					

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Initial _____

SECTION 4.5**PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

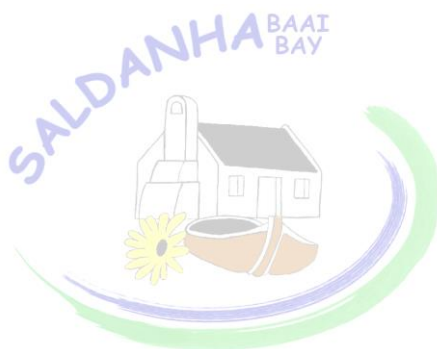
I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



(Compulsory to sign if the tenderer agrees to the fixed price terms)

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SECTION 4.6**OMMISSIONS, ALTERATIONS AND ADDITIONS**

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SECTION 4.7

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document as well as the affirmation clause under the Price and Delivery Schedule.

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following**.

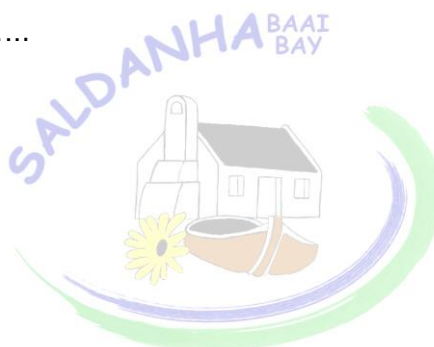
YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount

(Only if tenderer wishes to provide the 2.5% discount)

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



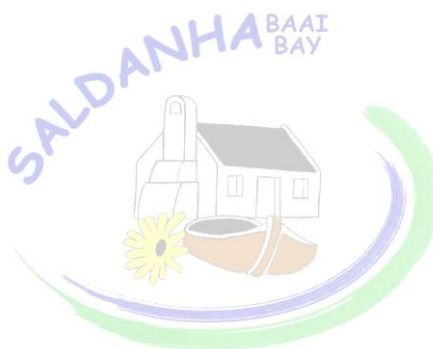
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SECTION 4.8**SUPPORTING DOCUMENTATION FROM TENDERER**

Note: -

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)



Initial_____