

**MUNISIPALITEIT  
VAN  
PRINS ALBERT**



**MUNICIPALITY  
OF  
PRINCE ALBERT**

**TENDER NO.: 08/2019**

**Supply and Installation of Borehole Pumps, Pipelines and Telemetry:  
Leeu Gamka**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
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<b>ITEM TENDER FOR</b>	<b>Price</b>
<b>Supply and Installation of Borehole Pumps, Pipelines and Telemetry: Leeu Gamka</b>	

**January 2019**

**PREPARED AND ISSUED BY:**

The Acting Municipal Manager  
Prince Albert Municipality  
Private Bag X53  
023 541 1320

**CONTACT FOR ENQUIRIES  
REGARDING  
SPECIFICATIONS**

Mr L Groenewald  
SRK Consulting  
Tel. Number: 021 659 3060  
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TENDER DETAILS						
TENDER NUMBER:	<b>08/2019</b>					
TENDER TITLE:	<b>Supply and Installation of Borehole Pumps, Pipelines and Telemetry: Leeu Gamka</b>					
CLOSING DATE:	<b>2019/02/15</b>	CLOSING TIME:	<b>13h30</b>			
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX LOCATION:	Municipal Offices: Admin Department 33 Church Street, Prince Albert					
OFFER TO BE VALID FOR:	<b>120</b>	Days of closing date of tender				
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)						
NAME OF TENDERER:						
NAME OF CONTACT PERSON:						
PHYSICAL ADDRESS:			POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.:			
E-MAIL ADDRESS:						
DATE:						
SIGNATURE OF TENDERER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED:						
<b>PLEASE NOTE:</b> 1. Tenders that are deposited in the incorrect box will not be considered. 2. Mailed, telegraphic or faxed tenders will not be accepted. 3. If the bid is late, it will not be accepted for consideration. 4. Bids may only be submitted on the Bid Documentation provided by the Municipality.						
ENQUIRIES MAY BE DIRECTED TO:						
	ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES			
CONTACT PERSON:	<b>Ms C Baadjies</b>		<b>Leon Groenewald</b>			
TEL. #	<b>023 5411 036</b>		<b>021 659 3060</b>			

CONTENTS

PAGE  
NUMBER

**Table of Contents**

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY .....	4
1. CHECKLIST .....	5
2. TENDER NOTICE & INVITATION TO TENDER .....	7
3. AUTHORITY TO SIGN A BID .....	9
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT .....	11
5. GENERAL CONDITIONS OF TENDER .....	20
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS .....	22
7. MBD 4 – DECLARATION OF INTEREST .....	23
8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) .....	26
9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20) .....	27
10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....	53
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	55
12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES .....	57
13. MBD 16 – KEY PERFORMANCE INDICATORS .....	58
14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 .....	59
(ACT 85 OF 1993) .....	59
15. FORM OF INDEMNITY .....	61
PART B– SPECIFICATIONS, PRICING, DRAWINGS, SCHEDULES .....	62
16. PROJECT DESCRIPTION AND FUNCTIONALITY .....	63
PROJECT DESCRIPTION .....	63
17. TECHNICAL SPECIFICATION .....	68
18. SCHEDULE OF RATES .....	70
19. DRAWINGS .....	79
17. PRE-QUALIFICATION SCORE SHEET – FOR OFFICE USE ONLY .....	86
(BIDDERS TO ONLY SIGN BELOW) .....	86
18. SCHEDULE OF SUBCONTRACTORS .....	87
19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS .....	88
20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS .....	89
21. MBD 3.1 PRICING SCHEDULE .....	90
22. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES .....	91
23. DECLARATION BY TENDERER .....	93
PART C– DATABASE REGISTRATION .....	94

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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

**1. CHECKLIST**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes		No	
<b>MBD 2 Tax Clearance Certificate</b> - Is an <b>ORIGINAL</b> and <b>VALID</b> Clearance Certificate attached?	Yes		No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
<b>MBD 5</b> (Declaration for Procurement above R10 million) - Is the form duly completed and signed?	Yes		No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached	Yes		No	
<b>MBD 6.2</b> Declaration Certificate for Local Production and Content- are the annexures duly completed and signed?	Yes		No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes		No	
<b>MBD 16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes		No	
<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes		No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes		No	
<b>Specifications</b> - Is the form duly completed and signed?	Yes		No	
<b>Pre-Qualification Criteria</b> - Is the form duly completed and signed?	Yes		No	
<b>Schedule of Sub-Contractors</b> - Is the form duly completed and signed?	Yes		No	
<b>Schedule of Work Experience of Tenderer</b> - Is the form duly completed and signed?	Yes		No	
<b>MBD 3.1 and 3.2 Pricing Schedule</b> - Is the form duly completed and signed?	Yes		No	
<b>MBD 7.2</b> (Contract form – Services) - Is the form duly completed and signed?	Yes		No	
<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			





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## 2. TENDER NOTICE & INVITATION TO TENDER

**TENDER NO. 08/2019**

**SUPPLY AND INSTALLATION OF BOREHOLE PUMPS, PIPELINES and TELEMETRY:  
LEEU GAMKA**

Tenders are hereby invited by Prince Albert Municipality in terms of Section 111 of the MFMA (No 56 of 2003) and Clause 12(1) of the Municipal Supply Chain Management Policy, for the SUPPLY AND INSTALLATION OF BOREHOLE PUMPS, CONNECTING PIPELINES AND TELEMETRY, LEEU GAMKA. The project entails the installation of three submersible pumps and associated infrastructure. The boreholes will also be connected to existing pipelines.

Only tenderers with clearly proven, documented and traceable prior experience in the installation of borehole pumps and pipelines and who satisfy the eligibility criteria stated in the Tender Data are eligible to submit tenders.

Documents will only be handed to prospective bidders who produce a receipt for the payment of the tender document. Tender documents can be downloaded from the Municipal website (free of charge). Tender documents will be made available at the Prince Albert Municipality. A non-refundable tender fee of R300.00 (including VAT) per document, payable in cash or bank guaranteed cheque made out in favor of the Prince Albert Municipality ABSA Bank, Account no 2640560064 Reference: CONTRACT NO.: 08/2019. Documents will only be handed to prospective bidders who produce a receipt or proof of EFT for the payment of the tender document.

The following conditions shall apply:

Council is not obliged to accept the lowest or any tender and reserves the right to accept any tender or portion thereof; Tenders shall be valid for a period of 120 days after closing date.

Tenders will be evaluated and adjudicated in accordance to the 80/20 preference point system, the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations, 2017 and the Prince Albert Municipality's Supply Chain Management Policy.

Contractors must be registered with the Central Supplier Database or should provide proof of submission of the application at the Department.

The tender box will be emptied just after 13:30 on the closing date after which tenders will be opened in public.

Late tenders or tenders submitted by e-mail or fax will not be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Tenders may only be submitted on the original tender document as issued.

All documentary proof requested in the tender document (eg tax clearance certificate, CIDB registration, BBBEE certificate, and others as listed in the tender document) must be submitted with the tender document. Failure to submit



such documents will result in the tenders either being disqualified or the relevant points not being awarded.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 80 out of 100 points will be considered as non-responsive: Functionality criteria and weight:

- Company (or JV) Experience & References Related to that Experience carrying a weight of 40 points
- Experience of Site Staff and Personnel allocated to this tender carrying a weight of maximum 30 points.
- Plant/Equipment/Machinery carrying a weight of maximum 30 points.

This tender is subject to Regulation 9 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. . Please note that all HDPE pipes and all steel has been designated with a minimum threshold of 100%

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 11 August 2017.
2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Fully completed tender documents must be placed in a sealed envelope and placed in the tender box of Prince Albert Municipality before 13h30 on Friday, 15 February 2019 or be mailed to reach the Tender Box, Prince Albert Municipality, Private Bag X53, Prince Albert, 6930 before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

TENDER NOTICE:  
Acting Municipal Manager  
Prince Albert Municipality  
Private Bag X53  
Prince Albert  
6930



**3. AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. COMPANIES AND CLOSE CORPORATIONS**

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY/CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

<b>4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT</b>
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**1. DEFINITIONS**

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 anything 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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.

## 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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## 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 as 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.

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- 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.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## 7. Performance security

- 7.1. Within thirty (10) 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.
- 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:
- 7.3.1. 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
- 7.3.2. 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.

## 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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods 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.

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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 22 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, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery

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

## 11. Insurance

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.

## 12. Transportation

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

## 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. 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.

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**14. Spare parts**

- 14.1. As specified, 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:
- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. 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, 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.

**16. Payment**

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

**17. Prices**

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 or in the purchaser's request for bid validity extension, as the case may be.

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**18. Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

**19. Assignment**

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**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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. 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.
- 21.4. 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 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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**

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:
  - 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. 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.
- 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. 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.

#### 24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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.

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- 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**

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.
- 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. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

#### **28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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**

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**

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

#### **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.

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**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.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices.**

- 35.1. 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.
- 35.2. 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3. 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.

*General Conditions of Contract (revised July 2010)*

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**5. GENERAL CONDITIONS OF TENDER**

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Prince Albert Municipality, 33 Church Street, Prince Albert
2. The tender must be lodged by the Tenderer in the tender box in the finance department, 33 Church Street, Prince Albert
3. **PLEASE NOTE:**
  - 3.1. Tenders that are deposited in the incorrect box will not be considered.
  - 3.2. Mailed, telegraphic or faxed tenders will not be accepted.
  - 3.3. Documents may only be completed in black ink.
  - 3.4. The use of correction fluid/tape is not allowed.
    - 3.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 3.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 3.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 3.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. Tenders shall be opened in public at the Prince Albert Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
  - 7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 7.2. The tenderer shall declare **all** the Municipal account numbers in the Prince Albert Municipal Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
8. This bid will be evaluated and adjudicated according to the following criteria:
  - 8.1. Relevant specifications
  - 8.2. Value for money
  - 8.3. Capability to execute the contract
  - 8.4. PPPFA & associated regulations

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**10. Invoices**

All invoices must be e-mailed to the following address:

[lgroenewald@srk.co.za](mailto:lgroenewald@srk.co.za) – for approval before sending  
to the Prince Albert Municipality

**11. Value-Added Tax (VAT)**

- 11.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 11.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 11.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R5,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 11.4. The VAT registration number of the Municipality is 4690117587

**12. Standard Payment Terms**

- 12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 12.2. The supplier may request other payment terms which may be made at the discretion of the Municipality.

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**6. 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 Services (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to 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. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. 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](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)

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<b>3.9.</b>	<b>Do you have 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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal 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?</b>	<b>YES</b>		<b>NO</b>	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**  
**a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**  
**b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

1. a member of –
  2. any municipal council;
  3. any provincial legislature; or
  4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.

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<b>8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)</b>
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Not required for this tender

**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES  
(80/20)**

**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, 2011.

**1. GENERAL CONDITIONS**

- 1.1. **The following preference point systems are applicable to all bids:**
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
  - 1.1.2. 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 not to exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
1.4.1. Price	80
1.4.2. B-BBEE status level of contribution	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7. The Municipality 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 Municipality.

**2. DEFINITIONS**

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“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;
- 2.4. *“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;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6. *“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;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“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;
- 2.11. *“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;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“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;
- 2.15. *“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;
- 2.16. *“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;
- 2.17. *“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
- 2.18. *“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:

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

**Where:**

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. As per the National Treasury Circular issued on 11 May 2015, the Municipality will also accept a sworn affidavit.
- 5.3. Bidders other than EMEs 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. 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.

**6. BID DECLARATION**

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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 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 an Accounting Officer as contemplated in the CCA).

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

<b>Name of Enterprise</b>			
<b>VAT registration number</b>			
<b>Company registration number</b>			
<b>TYPE OF ENTERPRISE</b> <i>(Tick applicable box)</i>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
<b>Describe principal business activities</b>			
<b>Company Classification</b> <i>(Tick applicable box)</i>	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>			

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-BBEE 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:
- 9.1. The information furnished is true and correct;
  - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  - 9.3. 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;
  - 9.4. 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 –
    - 9.4.1. disqualify the person from the bidding process;
    - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - 9.4.3. 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;
    - 9.4.4. 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
    - 9.4.5. forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

## FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

**1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007 or 2013)**

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
  - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
  - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
  - 1.2.3. The name and **physical location of the measured entity**;
  - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
  - 1.2.5. **The date of issue and date of expiry**;
  - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
  - 1.2.7. The **total black shareholding** and **total black female shareholding**.
- 1.3. In terms of the codes revised in 2013 only an affidavit is required by the municipality. Please contact the municipality at [scm@pamun.gov.za](mailto:scm@pamun.gov.za) to obtain an example of an affidavit.

**1. BIDDERS OTHER THAN EMEs**

These bidders **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.





Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000 **the dti**  
Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

## Guidance Document for the Calculation of Local Content

### 1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### 2. GENERAL

#### 2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS  
1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

**2.3.1.1. Imported directly by the tenderer:**

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

**2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

**3. ANNEXURE C**

**3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.

This may be a short description or a brand name.

**Calculation of local content****C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary****C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20)

less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.



**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

**4. ANNEXURE D**

**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer****D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document

(SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

- D28. All locally incurred landing costs and duties**  
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.
- D29. Total landed costs excl VAT**  
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.
- D30. Tender quantity**  
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.
- D31. Total imported value**  
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).
- D32. Total imported value by tenderer**  
The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

- D33. Description of imported content**  
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.
- D34. Unit of measure**  
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.
- D35. Local supplier**  
Provide the name of the local supplier(s) supplying the imported product(s).
- D36. Overseas supplier**  
Provide the name(s) of the overseas supplier(s) supplying the imported products.
- D37. Imported value as per commercial invoice**  
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.
- D38. Tender rate of exchange**  
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D39. Local value of imports**  
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.
- D40. Freight costs to port of entry**  
Provide the freight costs to the South African Port of the product(s) imported by third

party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments****D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E****5.1. Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"**

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.



**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

**E4. Tender authority**

Supply the name of the tender authority.

**E5. Tendering entity name**

Provide the tendering entity name:

**Local Goods, Services and Works**

**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

**E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

**E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## MBD 6.2

**T2.2.17 : 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content

Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
ALL STEEL	100%
HDPE PIPING	100%

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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](http://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.

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

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

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

**IN RESPECT OF 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	

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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(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:** \_\_\_\_\_





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**ANNEXURE D**

SATS 1286.2011

**Imported Content Declaration – Supporting Schedule to Annexure C**

(D1)	Tender No.			
(D2)	Tender Description			
(D3)	Designated product(s)			
(D4)	Tender Authority			
(D5)	Tendering Entity's Name			
(D6)	Tender Exchange Rate	Currency		Rate

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entity	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entity	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Quantity	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer

ANNEXURE D - continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entity	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D426)	(D43)	(D44)
										(D45) Total imported value by 3 <sup>rd</sup> party	

D. Other foreign currency payments		Calculation of imported content			Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
					(D52) Total of foreign currency payments declared by tenderer and/or 3 <sup>rd</sup> party	
					(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above	

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE

## Annex E

(E1)  
(E2)  
(E3)  
(E4)  
(E5)

Tender No.	
Tender description:	
Designated products:	
Tender Authority:	
Tendering Entity name:	

AT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R

(E10) power costs (Tenderer's manpower cost)

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc)

Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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**10. 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:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)? <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		



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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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

**11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 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).<sup>4</sup> Collusive bidding is a *per 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**PRINCE ALBERT MUNICIPALITY**

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

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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;

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<sup>4</sup> *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.*

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- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium<sup>5</sup> 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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</sup> 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.

**12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(S) OF THE TENDERER	LIABLE FOR MUNICIPAL ACCOUNTS (Yes / No)	IF YES, Please provide account number (s)

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:**

Director/Member/partner	Physical residential address of the Director / Member / Partner	Liable for municipal accounts (Yes / No)	If Yes, Please provide account number (s)

Signature	Position	Date

**Please attach copies of municipal accounts not older than 3 months for all entities / persons liable for municipal accounts**

**13. MBD 16 – KEY PERFORMANCE INDICATORS**

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

**14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT 85 OF 1993)**

**INTRODUCTION**

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Prince Albert Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

<b>COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)</b>	
<p><b>Prince Albert Municipality</b> has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p><b>NOTE:</b>  <b>A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.</b></p>	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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**WRITTEN AGREEMENT**

This is a written agreement between

**PRINCE ALBERT MUNICIPALITY**

And

\_\_\_\_\_

*(Name of the MANDATORY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_,

representing the MANDATORY do hereby acknowledge that \_\_\_\_\_

*(mandatory)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

**15. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_/20\_\_\_\_,  
to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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**PART B – SPECIFICATIONS, PRICING, DRAWINGS,  
SCHEDULES**

## 16. PROJECT DESCRIPTION AND FUNCTIONALITY

### PROJECT DESCRIPTION

The project entails the following:

- Install submersible pump at borehole 3a and connect to existing pipeline;
- Install submersible pump at boreholes 1a and 1b and connect to existing pipeline;
- Trenches to be excavated in hard rock (shale);



**1. FUNCTIONALITY CRITERIA**

The tenderer must score at least 80 points to qualify for further evaluation. Functionality criteria are further divided as follows and points will be awarded as indicated below:

**Criterion 1: Company's experience**

- (a) A maximum of 30 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows:

Description	Points	Points Scored by bidder
0 up to 3 years relevant experience	5	
More than 3 years up to 5 years relevant experience	15	
More than 5 years up to 10 years relevant experience	30	
Subtotal	Max 30	

- (b) In order to claim points for the above, bidders must submit the following information:
- i. Information of how long the business is in existence, supported by Company or Business registration documents
  - ii. Completed or current work as per the schedule

**Criterion 2: Personnel qualifications and relevant experience**

- (a) A maximum of 10 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows:

Description	Maximum points	Points Scored by bidder
0 up to 3 years relevant experience	10	
More than 3 years up to 5 years relevant experience	30	

- (b) In order to claim points for the above, bidders must submit the following information:
- i. Detailed Curriculum Vitae of Key Personnel, as well as the Personnel that will be in charge of the back office.
  - ii. NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Prince Albert Municipality.

**Criterion 3: References**

- (a) A maximum of 40 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows:
- i. In order to claim points, bidders must also submit with the tender document details of two (2) contactable references from business to which the required services have been provided to.
  - ii. These references should not be older than three (3) years.
  - iii. If the references are unable to provide information on past performances or relevant experience, no points will be awarded for that particular reference.
  - iv. A maximum of 15 points will be awarded. Points will be awarded by contacting two (2) references. The points will be based on the references answers to the question.

How do you rate the service provider's service?

Service provider complied with all requirements	40 points
Service provide complied with most requirements, but there where small problems	20 points
Service provider had material non-compliance problems	0 points
Maximum points per reference	5 points

- Bidders should provide the name and contact details of at least three references to which the required service or relevant experience has been or is being provided:

Name of municipality	Contact person (preferably 2 per municipality)	Telephone number(s)	E-mail address(s)
1.			
2.			
3.			

**2. PRICING SCHEDULE**

- 2.1 The Schedule of Rates (SoR) forms an integral part of this contract and must be read in conjunction with The Project Description, The General and Special Conditions of Contract and The Project Specifications.
- 2.2 The following words in SoR have the meanings hereby assigned to them.
- Unit: The metric unit of measurement for each item of work as defined in the guidelines.  
Quantity: The number of units of work for each item.  
Rate: The rate per unit tendered for an item.  
Amount: The product of the quantity and the rate tendered for an item.  
Sum: The amount tendered for an item of which the extent is described in the SoR, the Specifications or elsewhere in this document.
- 2.3 Unless stated otherwise, items are measured net and Tenderers must allow for waste in their tendered rates.
- 2.4 All rates and sums of money quoted in the SoR shall be in Rands and whole Cents. Fractions of a cent shall be discounted.
- 2.5 No quantities are set out in the SoR. The quantities of work accepted and certified for payment shall be used for determining payments to the Contractor.
- 2.6 Except where Provisional Sums have been indicated, Tenderers shall enter an applicable rate in the Rate Column of the SoR for each scheduled item. The Contractor will not be paid for items against which no rate has been entered on the presumption that they do not wish to receive payment for any such work.
- 2.7 Tenderers are at liberty to insert a rate of their own choosing for each item in the SoR and in this regard their attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Client is obliged to base its assessment of the rates to be paid for such additional work on the rates inserted in the SoR by the Contractor.
- 2.8 The Contract Price for the completed work shall be computed from the actual quantities of

authorised work done as certified by the Hydrogeological Consultant valued at rates tendered against the respective items in the SoR and shall include authorised provisional sums and items of extra work as become payable in terms of the Contract.

2.9 Tenderers must price each item in the SoR in **BLACK INK**.

2.10 The individual rates tendered for all work to be done or material to be supplied shall not be adjusted if the actual contract price for the completed Contract is different from the approximate expected value of the works, but shall remain fixed for the period of the Contract.

2.11 The abbreviations used in the SoR are defined as follows:

m	=	metre	no	=	number	mm	=	millimetre
kg	=	kilogram	h	=	hour			

## **17. TECHNICAL SPECIFICATION**

### **Context and purpose of specification**

- This document ("these Specifications") is a technical specification to support augmenting water supply for the town of Leeu Gamka (32.765958° S, 21.967081° E) and includes pumps and piping. The water will be pumped from three existing boreholes (named Borehole BH 1A, BH 1B and BH 3A). The document follows the structure set out in the General Conditions of Contract (SAICE 2015) and the definitions listed therein.
- This Specification is to be read in conjunction with the Drawings and Bill of Quantities.

### **Scope of Work**

- The scope of work, in summary, includes:
  - Additional investigations necessary to support detailed design; including a geotechnical investigation and any other investigations deemed necessary by the Contractor;
  - Procurement and installation of all pumps and piping;
  - Telemetry Installations at boreholes and reservoirs. PLEASE NOTE THAT THE REQUIREMENTS OF THE TELEMETRY HAS NOT BEEN SPECIFIED. SPECIFICATIONS WILL BE DISCUSSED WITH THE SUCCESFULL TENDERER. A PROVISIONAL SUM HAS BEEN ALLOCATED TO THE BoQ AND THE TENDERER IS REQUIRED TO ADD A MARK-UP FEE.

### **General**

- Water, electricity and sewerage required during construction shall be provided by the Employer, but it is the responsibility of the Contractor to connect to those services or make alternative arrangements. A Licensed Plumber shall sign off all plumbing connections and a Registered Electrician shall sign off all electrical connections.
- The Contractor is to meter any municipal water and electricity use during construction, and is to submit monthly usage to the Employer's Agent.
- Unless otherwise stated, all water quality tests (except pH and EC readings using probes or continuous sensors), if requested, are to be conducted by a SANAS accredited laboratory.
- The costs of effecting this Specification and the Drawings including, but not limited to, chemicals, materials, procurement, construction, labour, management and anything else required during the construction shall be borne by the Contractor unless specifically stated herein.
- If these Specifications, the Drawings and the Bill of Quantities conflict with a SANS specifications listed, then they take precedence over the SANS specifications

### **Relevant SANS specifications**

The latest versions of the following SANS specifications apply:

- SANS 1200 DB (Earthworks: Pipe Trenches);
- SANS 1200 L (Medium Pressure Pipelines);
- SANS 1200 LB (Pipe Bedding);
- SANS 1200 LG (Pipe Jacking);
- SANS 10299-6 (Development, maintenance and management of groundwater resources: The installation and commissioning of pumping equipment for production boreholes).

### **Existing services**

- Note that the proposed pipelines may run along existing servitudes and thus other municipal services (e.g. potable water lines, other raw water pipelines) are located in these servitudes.
- 

- The Contractor is to locate all services along the design route by inspecting the route, inspecting the council drawings, and identifying subsurface services using Ground Penetrating Radar Survey (GPRS). Any services located within 5 metres of the proposed pipeline are to be marked. Excavation by hand to confirm the location of services may be instructed by the Employers Agent.
- The new pipeline shall be located a minimum of 1200 mm from any existing municipal services (e.g. potable water lines).
- It is the responsibility of the Contractor to ensure that no existing services are damaged, and if damaged, to repair such services at their own cost.

**Required pre-construction investigations**

- The Contractor is to conduct a geotechnical investigation on the excavatability of the material along the pipeline route. The investigation is to classify all sections of the pipeline as either soft, intermediate, hard rock or boulder excavation (definitions as per SANS 1200D). The Contractor is to submit the results of the pipeline geotechnical investigation to the Employer’s Agent within 21 days of commencement of the project.
- The Employer’s Agent, after assessment of the geotechnical information, will approve the final pipeline route within 7 days of receiving the geotechnical investigation report.

**Pipeline and pump**

**Table 0-1 Borehole and pump depths**

Borehole	Rest water level (mbgl)	Operating water level (mbgl)	Pump depth (mbgl)
1a	15,97	50,97	80
1b	11,67	46,67	100
3a	7,07	62,07	80

- The pipelines, including all items indicated on the drawings (pipes, valves, meters, connectors etc), are to be supplied and delivered to the site by the Contractor.
- The pipelines and pumps (including all clearing, earthworks, rehabilitation etc) are to be installed as shown on the drawings.
- All pipelines are to be commissioned in accordance with SANS 1200 L (Medium Pressure Pipelines).
- All pumps are to be installed and commissioned in accordance with SANS 10299-6.
- Two inline flow meters shall be installed on each pipeline (5 flow meters in total) that runs from borehole to the reservoir (one at each borehole, and one at the reservoir). The purpose of the two flow meters is to detect leaks, and to report flow rates (and totalised volumes) of feed water to the reservoir.
- The inline flow meters shall be equipped with telemetry (or similar) such that readings can automatically reported to a web-based system, if required at some later stage.
- The pipeline route crosses several roads. The Contractor shall be responsible for all traffic control plans, securing of permits for traffic control permission, traffic control and safety for any works required to traverse these roads. The Contractor is to pipe jack in accordance with SANS 1200 LG (Pipe Jacking) beneath all paved roads such that roads are not damaged and traffic experiences minimal interruptions.



18. SCHEDULE OF RATES

LEEU GAMKA: TENDER No.08/2019

No	Pay Reference	Description	Unit	Quantity	Rate	Amount
	<b>SANS 1200</b>	<b>PRELIMINARY AND GENERAL</b>				
	<b>8.3</b>	<b>FIXED CHARGE ITEMS AND VALUE</b>				
	<b>8.3.1</b>	<b>Contractual requirements</b>				
1		Insurance as per Clause 8.6 and Contract Data	Sum			
2		Construction programme as per clause T2.2: 1.3	Sum			
3		Performance security (Clause 6.2.1)	Sum			
4		Profit	Sum			
5						
6	<b>8.3.2</b>	<b>Establishment of facilities on site</b>				
7	<b>8.3.2.2</b>	<b>Facilities for the contractor</b>				
8		Offices and storage	Sum			
9		Living accommodation	Sum			
10		Ablution and latrine facilities	Sum			
11		Tools and equipment	Sum			
12		Water supplies, power and communications	Sum			
13		Plant (identified plant)	Sum			
14		Laydown area	Sum			
15		Potable water (for drinking)	Sum			
16		Telephone facilities/ communication	Sum			
17		Survey equipment	Sum			
18	<b>8.3.3</b>	<b>Features requiring special attention</b>				
19		Safety (all aspects to comply with OHS Act)	Sum			
20		Environmental Protection	Sum			
21	<b>8.3.3</b>	<b>Other Fixed Charge obligations</b>				
22		Existing services and structures	Sum			
23		Flood, seepage, stormwater, and free water control	Sum			
24		Setting out of the works by suitably qualified land	Sum			
25		As-built survey on completion of the works by suitably qualified land surveyor	Sum			
26		Testing authority and quality assurance	Sum			
27		Liquid fuels and lubricants	Sum			
28		Key personnel	Sum			
29		Site meetings	Sum			
30		All other fixed charge items required by the Contractor	Sum			
31	<b>8.3.4</b>	<b>Removal of site establishment</b>				
32		Removal of site establishment on completion	Sum			
<b>FIXED CHARGE ITEMS AND VALUE RELATED ITEMS</b>					<b>TOTAL CARRIED TO SUMMARY</b>	

No	Pay Reference	Description	Unit	Quantity	Rate	Amount
	<b>SANS 1200 A</b>	<b>PRELIMINARY AND GENERAL FOR</b>				
	<b>8.4</b>	<b>TIME CHARGE ITEMS</b>				
33	<u>8.4.1</u>	<u>Contractual requirements</u>				
34		Insurance as per Clause 8.6 and Contract Data	month	3		
35		Construction programme	month	3		
36		Performance security (Clause 6.2.1)	month	3		
37		Profit	month	3		
38	<u>8.4.2</u>	<u>Operation and Maintenance of Facilities on Site for duration of Construction, except where otherwise stated</u>				
39	<u>8.4.2.2</u>	<u>Facilities for Contractor</u>				
40		Offices and storage sheds	month	3		
41		Living accommodation	month	3		
42		Ablution and latrine facilities	month	Rate Only		
43		Tools and equipment	month	3		
44		Water supplies (Municipality will not charge for supply but Contractor is to connect and meter use, Free haul 5	month	3		
45		Electricity supplies (Municipality will not charge for supply but Contractor is to connect and meter use)	month	3		
46		Communications (Communications must include telephone and internet connection)	month	3		
47		Laydown area	month	3		
48		Survey equipment	month	3		
49		Security				
50		Safety (all aspects of safety to comply with OHS Act)	month	3		
51		Environmental Protection	month	3		
52	<u>8.4.3</u>	<u>Supervision for duration of construction</u>				
53		Works supervision	month	3		
54	<u>8.4.4</u>	<u>Company and head office overheads for the duration of the contract</u>				
55		Contract management	month	3		
56	<u>8.8</u>	<u>Temporary Works</u>				
57	8.8.4	Protect existing underground and overhead services for the duration of the contract, including repairing any damage occasioned during construction activity	month	3		
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Pay Reference	Description	Unit	Quantity	Rate	Amount
	<b>SANS 1200 C</b>	<b>SITE CLEARANCE</b>				
		<i>NOTE: All works in these Bills of Quantities are remeasurable</i>				
58	<u>8.2.1</u>	<u>Clear and grub</u>				
59	PSC 8.2.1	Clear and grub along the pipeline route. Trees to be preserved as per SANS 1200 C 5.2.3.				
60		Pipeline route - BH 1B to BH 1A	m <sup>2</sup>	625		
61		Pipeline route - BH 1A to Connecting Point	m <sup>2</sup>	250		
62		Pipeline route - BH 3A to Connecting Point	m <sup>2</sup>	150		
63	PSC 8.2.1	Clear and grub laydown construction area (10m x 10m). Trees to be preserved as per SANS 1200 C 5.2.3.	m <sup>2</sup>	100		
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Pay Reference	Description	Unit	Quantity	Rate	Amount
	SANS 1200.D	<b>EARTHWORKS</b>				
		<i>NOTE: All works in these Bills of Quantities are remeasurable</i>				
66	8.3.1	<b>Site preparation</b>				
67	8.3.1.2	Stripping of topsoil to 150 mm depth, transporting to laydown area, stockpiling, and maintaining.				
68		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	625		
69		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	250		
70		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	150		
71		<i>Laydown Construction Area</i>	m <sup>2</sup>	100		
72	8.3.1(1)	<b>Compaction</b>				
73	8.3.1(1)	Compaction to trench bottom to 90% Mod AASHTO density @ -0% to +2% of OMC				
74		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	25		
75		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	25		
76		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	25		
77		Compaction to trench bottom 100% Mod AASHTO density @ -0% to +2% of OMC to areas receiving clean sand fill				
78		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	100		
79		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	100		
80		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	100		
81	8.3.1(1)	Rip and re-compact insitu material to 150mm depth to 100% Mod AASHTO density @ -0% to +2% of OMC				
82		<i>Laydown Construction Area</i>	m <sup>2</sup>	100		
83	8.3.1(1)	Rip and re-compact fill material to 150mm depth to 95% Mod AASHTO density @ -0% to +2% of OMC				
84		<i>Laydown Construction Area</i>	m <sup>2</sup>	Rate only		
85	8.3.1(2)	Dust Control				
86	8.3.1(2)	Dust suppression	m <sup>2</sup>			
87		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	625		
88		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	250		
89		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	150		
90		<i>Laydown Construction Area</i>	m <sup>2</sup>	100		
91	8.3.2	<b>Bulk earthworks</b>				
92		<b>Earthworks by mechanical means:</b>				
93		<b>Cut to fill</b>				
94	8.3.2	Cut to fill to shallow slopes (< 10%) and compact in 300mm thick layers to 93 % Mod AASHTO @-0% to +2% of OMC and shape to align with surrounding natural ground levels	m <sup>3</sup>			
95		<i>Laydown Construction Area</i>	m <sup>3</sup>	Rate only		
96	8.3.3	<b>Restricted earthworks</b>				
97	8.3.8.1	Excavate by hand in soft material to expose potable water pipes	m <sup>3</sup>	35		
98	8.3.8.1	Excavate by hand in soft material to expose sewer pipes	m <sup>3</sup>	35		
99	8.3.8.1	Excavate by hand in soft material to expose electrical service	m <sup>3</sup>	35		
100	8.3.4.a	<b>Importing of materials - Commercial Sources</b>				
101	8.3.4.a	Import materials from <b>commercial sources</b> to be located by the Contractor. (All imported material to be approved by the Employers Representative prior to importation).				
102		Clean Sand	m <sup>3</sup>	Rate only		
103		Material as indicated on drawings for fill of top section of trenches	m <sup>3</sup>	Rate only		
104		Material as indicated on drawings for fill of mid section of trenches	m <sup>3</sup>	Rate only		
105		Material as indicated on drawings for fill of bottom section of	m <sup>3</sup>	Rate only		
106	8.3.10	<b>Topsoil</b>				
107	8.3.10	Supply and deliver to site approved topsoil and deposit and stockpile at laydown area	m <sup>3</sup>	Rate Only		
108	8.3.10	Place imported nominal topsoil layer of 75 mm	m <sup>2</sup>	Rate Only		
109		Place 125 mm of natural stockpiled topsoil to disturbed areas and compact with one pass of the roller				
110		<i>Laydown Construction Area</i>	m <sup>2</sup>	100		
111		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	625		
112		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	250		
113		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	150		
114	8.3.11	<b>Grassing or other vegetation cover</b>				
115	8.3.11	Revegetation of disturbed areas with seed from local area or as required by environmental specification	m <sup>2</sup>			
116		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>2</sup>	625		
117		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>2</sup>	250		
118		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>2</sup>	150		
119		<i>Laydown Construction Area</i>	m <sup>2</sup>	100		
120						

No	Pay Reference	Description	Unit	Quantity	Rate	Amount
121	SANS 1200DB	<b>EARTHWORKS (PIPE TRENCHES)</b>				
122		<b>Insitu material in top portion of trench:</b>				
123	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Insitu materials backfilled approximately 300 mm in accordance				
124		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	13		
125		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	5		
126		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	3		
127	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Insitu materials backfilled approximately 300 mm in accordance with drawings: Hand Excavation				
128		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	50		
129		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	20		
130		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	12		
131	8.3.2 b(1)	<i>Extra over for intermediate excavation</i>	m <sup>3</sup>	Rate only		
132	8.3.2 b(2)	<i>Extra over for handrock investigation</i>	m <sup>3</sup>	88		
133	8.3.2 b(3)	<i>Extra over for for boulder excavation, Class A</i>	m <sup>3</sup>	5		
134	8.3.2 b(4)	<i>Extra over for for boulder excavation, Class B</i>	m <sup>3</sup>	10		
135		<b>Selected insitu material in trench (mid-portion of</b>				
136	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Selected insitu materials backfilled to 200 mm in accordance with	m <sup>3</sup>			
137		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	8		
138		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	3		
139		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	2		
140	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Selected Insitu materials backfilled to 200 mm in accordance with drawings: Hand Excavation				
141		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	30		
142		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	12		
143		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	7		
144	8.3.2 b(1)	<i>Extra over for intermediate excavation</i>	m <sup>3</sup>	Rate Only		
145	8.3.2 b(2)	<i>Extra over for handrock investigation</i>	m <sup>3</sup>	88		
146	8.3.2 b(3)	<i>Extra over for for boulder excavation, Class A</i>	m <sup>3</sup>	5		
147	8.3.2 b(4)	<i>Extra over for for boulder excavation, Class B</i>	m <sup>3</sup>	10		
148		<b>Selected insitu material in trench (bottom of trench)</b>				
149	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Sand filled to 300 mm in accordance with drawings:				
150		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	8		
151		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	3		
152		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	2		
153	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Sand filled to 200 mm in accordance with drawings: Hand				
154		<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	30		
155		<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	12		
156		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	7		
157	8.3.2 b(1)	<i>Extra over for intermediate excavation</i>	m <sup>3</sup>	Rate Only		
158	8.3.2 b(2)	<i>Extra over for handrock investigation</i>	m <sup>3</sup>	88		
159	8.3.2 b(3)	<i>Extra over for for boulder excavation, Class A</i>	m <sup>3</sup>	5		
160	8.3.2 b(4)	<i>Extra over for for boulder excavation, Class B</i>	m <sup>3</sup>	10		
161		<b>Insitu material in top portion of trench in trafficked</b>	m <sup>3</sup>			
162	8.3.2a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for sub-surface drainage pipes - Insitu materials backfilled to 300 mm in accordance with	m <sup>3</sup>			
163	8.3.2a	<i>Pipeline route - EH 1B to EH 1A</i>	m <sup>3</sup>	13		
164	8.3.2a	<i>Pipeline route - EH 1A to Connection Point</i>	m <sup>3</sup>	8		
165		<i>Pipeline route - EH 3A to Existing Pipeline</i>	m <sup>3</sup>	0		
166	8.3.2 b(1)	<i>Extra over for intermediate excavation</i>	m <sup>3</sup>	Rate Only		
167	8.3.2 b(2)	<i>Extra over for handrock investigation</i>	m <sup>3</sup>	6		
168	SANS 1200	<b>PIPEJACKING</b>				
169		Pipejacking under regional road in accordance with SANS1200	No	1		
170		Pipejacking under minor road in accordance with SANS1200 LG	No	1		
171		Dealing with traffic at each Pipejacking site	No	2		
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Pay Referen	Description	Unit	Quantity	Rate	Amount
		<b>CONCRETE AND MASONRY</b>				
		<i>NOTE: All works in these Bills of Quantities are remeasurable</i>				
172		<b>CONCRETE</b>				
173		<u>Rate to include material procurement, material delivery, surface preparation, fill, compaction, batch tests, formwork, excavation, concrete, reinforcement (if applicable) and all other items.</u>				
174		15MPa Mass Concrete for slabs	m <sup>3</sup>	Rate Only		
175		25MPa Reinforced Concrete for slabs	m <sup>3</sup>	Rate Only		
176		15MPa Mass Concrete for footings	m <sup>3</sup>	Rate Only		
177		25MPa Reinforced Concrete for plinths	m <sup>3</sup>	Rate Only		
178		Masonry	m	Rate Only		
179		<b>Valve Chambers</b>				
180		Supply, deliver and install precast concrete rings 1250mm diameter in the formation of manholes / valve chambers, including all joints sealed, 100mm thick base slab; internal step irons, benching, and forming / sealing pipe entry/exit				
181		BH 1B to BH 1A	No	1		
182		BH 3A to Existing pipeline	No	1		
183		<b>Borehole Chambers</b>				
184		Borehole chambers complete with manhole covers and including slip joints between cover slab and wall, internal step irons and forming and sealing pipe entry/exit holes as				
185		BH 1A	No	1		
186		BH 1B	No	1		
187		BH 3A	No	1		
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Pay Referenc	Description	Unit	Quantity	Rate	Amount
		<b>PUMPS AND PIPING</b>				
		<i>NOTE: All works in these Bills of Quantities are remeasurable</i>				
189		<b>PUMPS</b>				
190		<b>Supply and deliver to site, install and commission in accordance with the supplier's / manufacturer's requirements Grundfos (PTY) LTD. Pumps to be protected</b>				
191		Borehole Pump for a flow of 14.4 m <sup>3</sup> /hr @ a velocity of 0.9 m/s, a static head of 115m and a TDH of 139m				
192		BH 1A	No	1		
193		Borehole Pump for a flow of 5.4 m <sup>3</sup> /hr @ a velocity of 1.2 m/s, a static head of 135m and a TDH of 168m				
194		BH 1B	No	1		
195		Borehole Pump for a flow of 14.4 m <sup>3</sup> /hr @ a velocity of 0.88 m/s, a static head of 128m and a TDH of 134m				
196		BH 3A	No	1		
197		<b>HDPE Piping - SANS ISO 4427</b>				
198		<i>Rate to include provision of pipes, cost of handling, inspecting and transporting, double handling, bedding, laying, jointing, cutting, testing and disinfection where</i>				
199		<b>50nb, PE100, PN8, SDR 11 HDPE; coiled; plain ended both</b>				
200		BH 1B to BH 1A	m	250		
201		<b>75nb, PE100, PN8, SDR 11 HDPE; coiled; plain ended both</b>				
202		BH 3A to Existing Pipeline	m	60		
203		<b>90nb PE100 PN8 SDR 11 HDPE; coiled; plain ended both</b>				
204		BH 1A to Connection Point	m	100		
205		<b>Supply and deliver to site, install and commission in accordance with the supplier's / manufacturer's requirements "Boreline" or similar approved by Engineer</b>				
206		<b>40mm "Boreline" flexible drop line</b>				
207		BH 1B	m	100		
208		<b>76mm "Boreline" flexible drop line</b>				
209		BH 1A	m	80		
210		<b>76mm "Boreline" flexible drop line</b>				
211		BH 3A	m	80		
212		<b>Borehole Pipework</b>				
213		<b>Supply and deliver to site, install and commission in accordance with the supplier's / manufacturer's requirements pipework as depicted on drawing 102 and</b>				
214		<b>BH's. 1A, 1B &amp; 3A</b>				
215		Item PD1	No	3		
216		Item PD2	No	3		
217		Item V01	No	3		
218		Item PD3	No	3		
219		Item PD4	No	3		
220		Item FE1	No	3		
221		Item PD5	No	3		
222		Item PD6	No	3		
223		Item V02	No	3		
224		Item PD7	No	3		
225		Item PD8	No	3		
226		Item V03	No	3		
227		Item PD9	No	3		
228		Item V04	No	3		
229		Item PE1	No	3		
230		Item PD10	No	3		
231		Item V05	No	3		
232		Item V07	No	3		
233		Item PD11	No	3		
234		Item V06	No	3		
235		Item PD12	No	3		
236		Item PD13	No	3		
237		Item PD14	No	3		
238		Item PD15	No	3		
239		Item PD16	No	3		
240		Item PD17	No	3		

No	Pay Referenc	Description	Unit	Quantity	Rate	Amount
241		<b>Ball Valves</b>				
242		<i>Supply, deliver and install brass full bore ball valve: Nickel plated; Brass body, ball and anti-blow out stem; PTFE gasket and mild steel handle (Tek Flo or similar approved). Valve to be insulated against freezing.</i>				
243		<i>25NB; Valve threaded to BSPRp 1" ISO-7</i>				
244		BH 1B to BH 1A	No	1		
245		<b>Air Valves</b>				
246		<i>ARV Vacuum breakers with integral "Anti-shock" surge alleviation mechanism: Vent-O-Mat: FGX series: stainless steel AISI 304; double orifice flange studded</i>				
247		<i>25NB; PN10 ARV flanged to SANS 1123 T10003</i>				
248		BH 1B to BH 1A	No	1		
249		<b>Water Meter</b>				
250		<i>Inline water meter that can display electronic readings and transmit these readings via the internet.</i>				
251		BH 1B	No	1		
252		BH 1A	No	1		
253		BH 3A	No	1		
254		On existing line, receiving from 1B and 1A, near to resevoirs (to fit existing 75 mm HDPE line)	No	1		
255		On existing line, receiving from 3A, near to resevoirs (to fit existing 110 mm HDPE, Class 12 Pipeline)	No	1		
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Pay Referen	Description	Unit	Quantity	Rate	Amount
		<b>PROVISIONAL SUMS</b>				
		<i>NOTE: All works in this Bills of Quantities are remeasurable</i>				
256		Provide Twenty Thousand Rand (R35 000.00) for water quality tests as directed by the Employers Agent	Item			
257		Profit	%			
258		Attendance	%			
259		Provide Three Hundred Thousand (R100 000.00) for Contingency items as directed by the Employers Agent	Item			
260		Profit	%			
261		Attendance	%			
<b>TOTAL CARRIED TO SUMMARY</b>						

No	Description	Amount	% Mark-Up	Total
8	Telemetry	R 350 000		
<b>TOTAL CARRIED TO SUMMARY</b>				



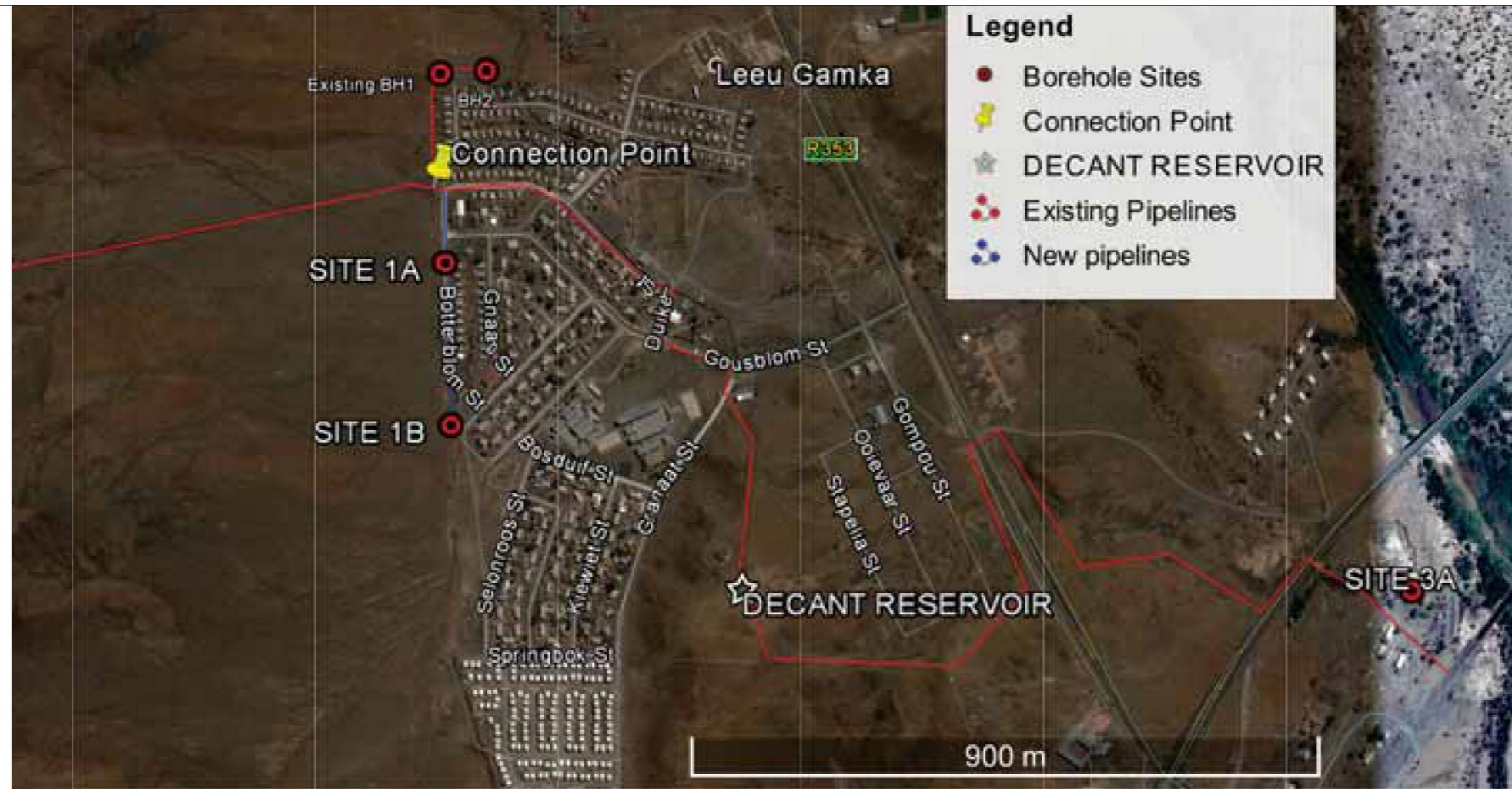
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**SUMMARY OF TENDERED AMOUNTS**

**TENDER No.08/2019**

<b>SUMMARY: SUPPLY AND INSTALLATION OF BOREHOLE PUMPS, PIPELINES AND TELEMETRY – LEEU GAMKA</b>	
<b>DESCRIPTION</b>	<b>AMOUNT (R.c)</b>
<b>1. PRELIMINARY AND GENERAL - FIXED CHARGE ITEMS</b>	
<b>2. PRELIMINARY AND GENERAL - TIME RELATED ITEMS - CONSTRUCTION</b>	
<b>3. SITE CLEARANCE</b>	
<b>4. EARTHWORKS</b>	
<b>5. CONCRETE &amp; MASONRY</b>	
<b>6. PIPES &amp; PUMPS</b>	
<b>7. PROVISIONAL SUMS</b>	
<b>8. TELEMETRY</b>	
<b>Sub Total A</b>	
<b>10% Contingencies</b>	
<b>VAT @ 15%</b>	
<b>TOTAL CARRIED FORWARD TO TENDER</b>	

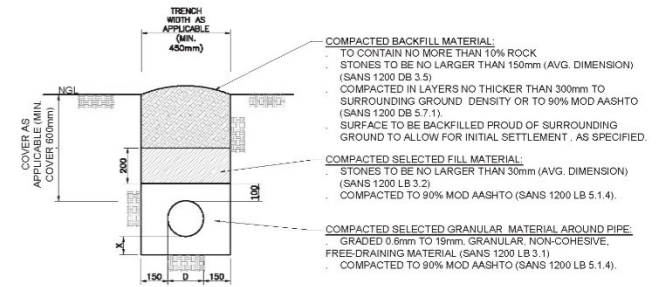
## **19. DRAWINGS**



**Legend**

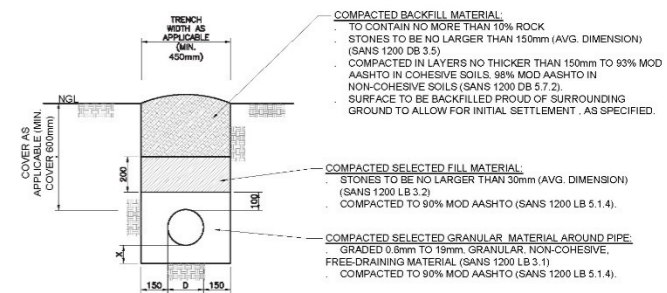
- Borehole Sites
- 📍 Connection Point
- ★ DECANT RESERVOIR
- 🔴 Existing Pipelines
- 🔵 New pipelines

PLAN VIEW  
SCALE 1:15



X= D/4  
X= 100mm MIN.  
X= 200mm MAX.

TYPICAL DETAIL  
TRENCH IN NON-TRAFFICKED AREAS  
HDPE PIPES  
(NTS)



X= D/4  
X= 100mm MIN.  
X= 200mm MAX.

TYPICAL DETAIL  
TRENCH IN TRAFFICKED AREAS  
HDPE PIPES  
(NTS)



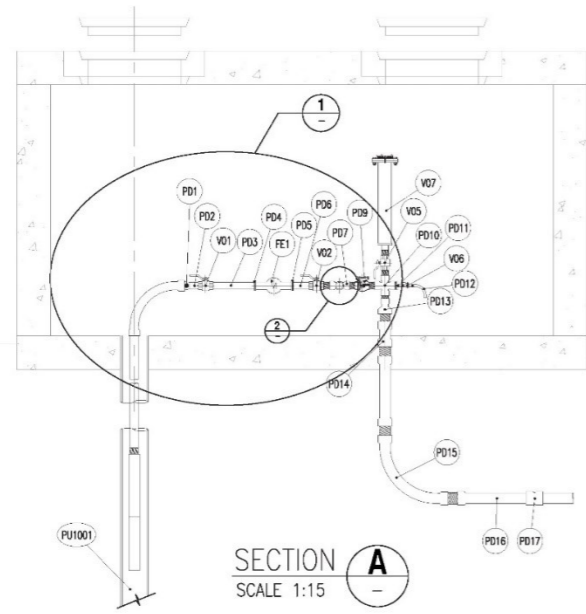
GROUND PROFILE 1B TO 1A TO RESERVOIR  
SCALE 1:15



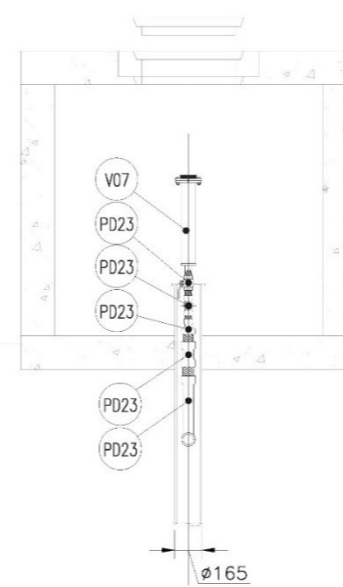
**CONCRETE NOTES:-**

1. ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH SANS 1200 DEGREE OF ACCURACY II
2. ALL DIMENSIONS AND LEVELS TO BE CHECKED BY THE CONTRACTOR ON SITE PRIOR TO COMMENCEMENT OF ANY WORK. THE ENGINEER TO BE INFORMED OF ANY DISCREPANCIES.
3. MINIMUM CUBE CRUSHING STRENGTH OF CONCRETE TO BE 30MPa/19mm AT 28 DAYS.
4. MINIMUM CONCRETE COVER TO REINFORCEMENT TO BE 50mm.
5. CONCRETE STRENGTHS  
- BUNTING CLASS 15MPa/19mm

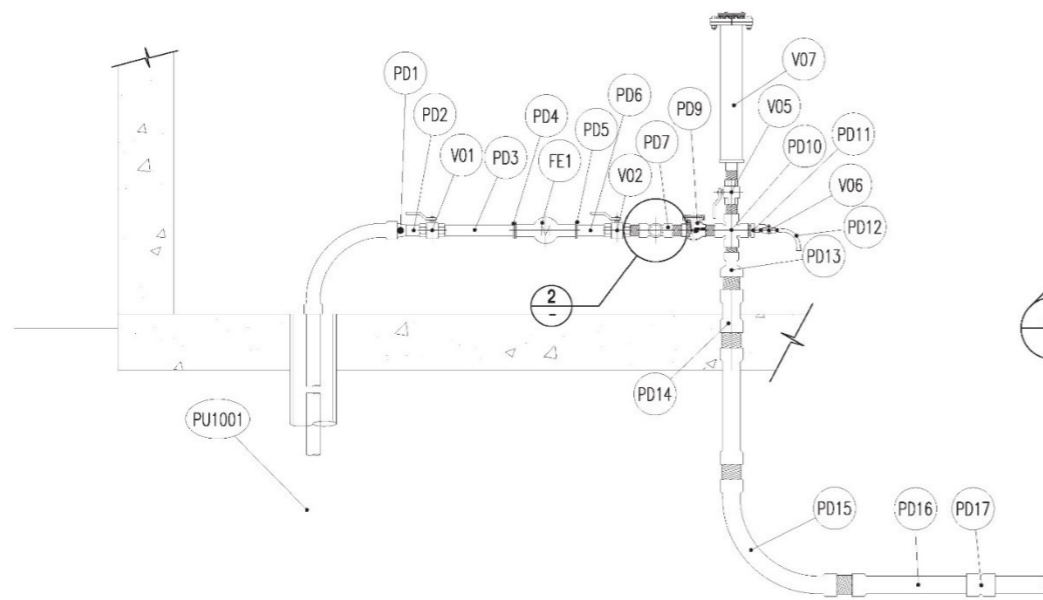




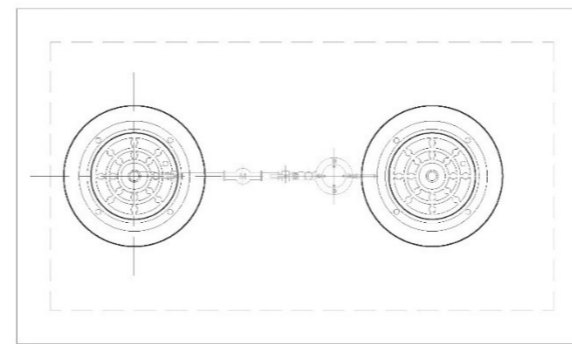
SECTION A  
SCALE 1:15



SECTION B  
SCALE 1:15

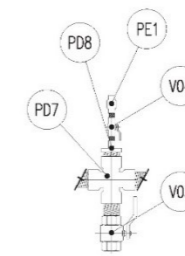


DETAIL 1  
SCALE 1:15



BOREHOLE HOUSING  
PLAN VIEW  
SCALE 1:15

- PIPE NOTES:-
1. ALL MILD STEEL PIPE MATERIALS USED IN THE MANUFACTURE OF FITTINGS AND SPECIALS SHALL CONFORM TO SANS 62 & SANS 719 (GRADE 300W) FOR UP TO  $\phi 150\text{mm}$  AND LARGER THAN  $\phi 150\text{mm}$  RESPECTIVELY.
  2. ALL HDPE PIPE MATERIALS SHALL CONFORM TO SANS 4427:2 2008.
  3. ALL MILD STEEL PIPE MATERIALS SHALL BE 6mm WALL THICKNESS UNLESS OTHERWISE SPECIFIED.
  4. FLANGE DRILLING AND BOLTING SHALL CONFORM TO SANS 1123-1977, TABLE 1000/3 UNLESS OTHERWISE SPECIFIED.
  5. JOINTING GASKETS SHALL BE FULL FACE 3mm CAF (KLINGERITE) OR SIMILAR APPROVED.
  6. JOINTING GASKETS REQUIRED BETWEEN STEEL/STEEL, STEEL/HDPE FLANGES.
  7. JOINTING GASKETS NOT REQUIRED BETWEEN HDPE/HDPE FLANGES.
  8. FLANGE BOLTS, NUTS AND WASHERS SHALL BE GRADE 316SS FOR UP TO  $\phi 12\text{mm}$  BOLTS AND GRADE 4.5 HDG FOR BOLTS GREATER THAN  $\phi 12\text{mm}$ .
  9. ALL DIMENSIONS OF PIPE FITTINGS AND SPECIALS SHALL BE CONFIRMED BY THE CONTRACTOR BY SITE MEASUREMENT PRIOR TO HAVING THEM MANUFACTURED.
  10. ALL PIPEWORK TO BE CARBOLINE EPOXY COATED INTERNALLY AND EXTERNALLY TO A 0.3mm DRY FILM THICKNESS.
  11. THE CONTRACTOR IS TO SUPPLY ALL BOLTS, NUTS, WASHERS AND GASKET SETS.
  12. USE "DENSO" SEALOSTRIP TAPE PROTECTION FOR STEEL PIPE JOINTS BELOW GROUND, TO ENGINEERS APPROVAL.
  13. THE ENGINEER OR HIS REPRESENTATIVE SHALL BE INFORMED 48Hrs PRIOR TO ANY PRESSURE TESTING, INSPECTION AND APPROVAL OF ANY PORTION OF THE PIPELINES.
  14. ALL PIPE PIECES THAT ARE TO BE MEASURED ON SITE SHALL BE FABRICATED AND LINED IN THE FACTORY AND APPROVED PRIOR TO BE BROUGHT ONTO SITE FOR INSTALLATION.
  15. ALL BENDS AND SPECIAL PIPE FITTINGS SHALL BE AS INDICATED ON THE MATERIAL LIST, REFERENCE SKETCHES AND SCHEDULES.
  16. ALL PIPE PIECES ARE TO BE CLEARLY MARKED WITH THE RELEVANT PIPE PIECE NUMBER BEFORE ARRIVING ON SITE.
  17. ALL PIPE SPECIALS & FITTINGS SHALL BE DELIVERED COMPLYING WITH REQUIRED PIPELINE PRESSURE RATING.
  18. ALL FLANGES OR PIPES CONNECTING TO PUMPS SHALL BE DRILLED OR THREADED ACCORDING TO THE PUMP MANUFACTURERS SPECIFICATION
  19. PIPEWORK TO BE TEMPORARILY SUPPORTED UNTIL COMPLETION OF PERMANENT PIPE SUPPORTS.
  20. NO PIPEWORK IS TO BE BOLTED TO THE PUMP FLANGES UNTIL ALL PIPE SUPPORTS ARE IN PLACE.  
- THERE IS TO BE NO UNDUE STRESSES PLACED ON ANY FLANGE WITHIN THE PIPE SYSTEM.



DETAIL 2  
SCALE 1:10

This drawing is uncontrolled when printed unless stamped and signed with original ink and recorded on a distribution transmittal  
**DO NOT SCALE**

REV	DR	CH	DATE	REV/SCALE

REFERENCE DRAWINGS	NOTES

DISCUSS

**srk consulting**

100 KENNEDY ROAD, SUITE 100, WILLOWDALE, ONTARIO M2H 1P7  
 TEL: 416-491-1111 FAX: 416-491-1112  
 WWW.SRKCONSULTING.COM

TITLE
LEEU GAMKA GROUNDWATER ABSTRACTION BOREHOLE HOUSING STRUCTURE PIPE DETAILS

ISSUED FOR INFORMATION			
DESIGNED	DRAWN	CHECKED	DATE

LEEU GAMKA			
MATERIAL LIST			
LINE DESCR.	TYPICAL DETAILS: BOREHOLE FITTINGS: 1A, 1B & 3A		
INTERNAL SPEC.	AS SPECIFIED		
EXTERNAL SPEC.	AS SPECIFIED		
LINE No.	ALL LINES	PAINT SPEC.	N/A
WALL THICKNESS:	AS PER SCHEDULE	PIPE SPEC.	SANS 62
IN SPEC ITEMS:	ALL FLANGES SABS 1123-1977		
NOTE:	ALL MILD STEEL GALVANISED PIPEWORK TO BE THREADED TO BSP AND ALL JOINTS SEALED WITH AN APPROPRIATE SEALING COMPOUND. ALL MILD STEEL TO BE COATED AND LINED WITH FUSION BONDED EPOXY COATING APPROVED BY THE ENGINEER.		

LINE No.	TYPICAL			
ITEM	PIPE SIZE	QUANT.	DESCRIPTION	Mk.
PUMP	N/A	1	GRUNDFOS PUMP SPEC'D ELSEWHERE	PU 1001
REDUCER	50/40	1	50/40mm MILD STEEL REDUCER; BOTH ENDS THREADED TO BSP ISO-7.	PD1
SPOOL	40nb	1	40nb MILD STEEL SPOOL ; 100mm LONG; BOTH ENDS THREADED TO BSP ISO-7.	PD2
VALVE	40nb	1	40nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7.	V01
SPOOL	40nb	1	40nb MILD STEEL SPOOL ; 250mm LONG; BOTH ENDS THREADED TO BSP ISO-7.	PD3
FLANGE	40nb	1	40nb MILD STEEL FLANGE, THREADED TO BSP ISO-7, TO SUIT FLANGE OF "FE1".	PD4
METER	40nb	1	MECHANICAL WATER METER "MEINECKE OR SIMILAR APPROVED" FLANGED TO DIN PN-16 WITH A CAST IRON BODY AND BRASS ROTOR AND MEASURING ELEMENT; REGISTER READING CUBIC METERS WITH FUSION BONDED EPOXY COATING (FBE) INTERNALLY AND EXTERNALLY TO A 250 MICRON MM DRY FILM THICKNESS.	FE1
FLANGE	40nb	1	40nb MILD STEEL FLANGE, THREADED TO BSP ISO-7, TO SUIT FLANGE OF "FE1".	PD5
SPOOL	40nb	1	40nb MILD STEEL SPOOL ; 150mm LONG; BOTH ENDS THREADED TO BSP ISO-7.	PD6
VALVE	40nb	1	40nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7.	V02
EQ. CROSS	40nb	1	40NB MILD STEEL EQUAL CROSS; ALL ENDS THREADED TO BSP ISO-7.	PD7
REDUCER	40/15	1	40/15mm MILD STEEL REDUCER; SEE DETAIL 2	PD8
VALVE	40nb	1	40nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7. VALVE TO BE INSULATED AGAINST FREEZING.	V03
VALVE	15nb	1	15nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7. VALVE TO BE INSULATED AGAINST FREEZING.	V04
VALVE	15nb	1	15nb PRESSURE TRANSDUCER INSTALLED IN THE DELIVERY LINE AND HARDWIRED TO THE PUMP TO CONTROL "ON/OFF" FUNCTIONALITY.	PE1
VALVE	40nb	1	40nb; PN16; SINGLE DOOR NON RETURN VALVE TO SANS 144; SG IRON BODY, COVER AND DOOR; CAST IRON HINGE PIN; DOUBLE FLANGE WITH FUSION BONDED EPOXY INTERNALLY AND EXTERNALLY TO 250 MICRON DRY MINIMUM THICKNESS.	V07
EQ. CROSS	40nb	1	40NB MILD STEEL EQUAL CROSS; ALL ENDS THREADED TO BSP ISO-7.	PD10
VALVE	40nb	1	40nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7. VALVE TO BE INSULATED AGAINST FREEZING.	V05
VALVE	40nb	1	40nb PN16 ARV/VACUUM BREAKER WITH INTEGRAL "ANTI-SHOCK" SURGE ALLEVIATION MECHANISM; VENT-0-MAT, RGX SERIES OR SIMILAR APPROVED; STAINLESS STEEL AISI 304; DOUBLE ORIFICE, THREADED TO BSP ISO-7	V07
REDUCER	40/15	1	40/15mm MILD STEEL REDUCER; BOTH ENDS THREADED TO BSP ISO-7.	PD11
VALVE	15nb	1	15nb BRASS FULL BORE BALL VALVE; NICKEL PLATED; BRASS BODY, SCREW, BALL AND ANTI-BLOW OUT STEM; PTFE GASKET AND MILD STEEL HANDLE (TEK FLO OR SIMILAR APPROVED); THREADED TO BSP ISO-7. VALVE TO BE INSULATED AGAINST FREEZING.	V06
SPOOL	15nb	1	15NB VERTICAL OUTLET FOR SAMPLE TAKING, THREADED TO BSP ISO-7.	PD12
REDUCER	40/60	1	40/60mm MILD STEEL REDUCER; BOTH ENDS THREADED TO BSP ISO-7.	PD13
SPOOL	60nb	1	60nb MILD STEEL GALVANISED SPOOL; LENGTH TO ENSURE 600mm COVER TO PD16; BOTH ENDS THREADED TO BSP ISO-7.	PD14
BEND	60nb	1	60NB MILD STEEL GALVANISED 90° LONG RADIUS BEND; BOTH ENDS THREADED TO BSP ISO-7	PD15
SPOOL	60nb	1	60nb MILD STEEL GALVANISED SPOOL; 2500mm LONG; BOTH ENDS THREADED TO BSP ISO-7.	PD16
SPOOL	60nb	1	PLASSON COMPRESSION COUPLING; ONE END TO SUIT 63NB; 58ID; PE100; PN6.3; SDR26 HDPE; OTHER END TO SUIT RISING MAIN	PD17

**LEGEND:**

F/F	FLANGE TO FLANGE	FF	FLAT FACE	R.F.	RESTRAINING FLANGE
C/F	CENTRE TO FLANGE FACE	L.R.B	LONG RADIUS BEND	W22**	FREE ISSUE BY OTHERS
*	SITE MEASURE	M.R.B	MEDIUM RADIUS BEND	P.E.	PLAIN ENDED
C/PE	CENTRE TO PLAIN END	S.R.B	SHORT RADIUS BEND	FSM	FINAL SITE MEASURE



### **3. EVALUATION AND AWARD PROCESS**

#### Evaluation of Proposals

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

Non-compliance with minimum specifications and/or pre evaluation will lead to tenders not being evaluated.

As per Section 152 of the Constitution the municipality must strive, within its financial and administrative capacity, to achieve the constitutional objects. The additional services will only be acquired if the municipality has the financial and administrative capacity to acquire those services.

The evaluation is broken down into

Functionality	Must score at least 80 out of 100 to be considered.
Price and <b>B-BBEE</b>	100
Total	100

The award will be made to the bidder scoring the highest combined score for functionality and Price/ **B-BBEE**.

The award is subject to a successful negotiation process and signing of Service Level Agreement.

**4. SHORT-LISTING AND PRESENTATION**

To reduce costs no presentations or second stage bidding process will be conducted. The bidder with the highest score will be contacted to start negotiation process

**5. NEGOTIATIONS**

- 5.1 The municipality strictly reserves the right to select another Service Provider in the event that negotiations with the preferred bidder prove unsuccessful and/or are unduly delayed.
- 5.2 The municipality also reserves the right to use another service provider for additional services not priced by the highest scoring bidder.
- 5.3 A process of final negotiations will commence upon final selection and notification of the Service Provider. Terms and conditions of the Service Level Agreement will be determined during negotiations in an effort to compile a comprehensive contract that will govern the relationship between the municipality and the Service Provider.
- 5.4 The SLA will specifically address the following
  - Penalties for non-compliance with specific performances
  - The annual review of the contract and grounds for cancellation if objectives are not met.
  - Financial reporting to comply with GRAP and Auditor general requirements
  - Additional management reports required by the municipality

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



MUNISIPALITEIT  
PRINS ALBERT

MUNICIPALITY  
PRINCE ALBERT

**17. PRE-QUALIFICATION SCORE SHEET – FOR OFFICE USE ONLY  
(BIDDERS TO ONLY SIGN BELOW)**

The bidder's tender must comply with the following to proceed to further evaluation

	Yes / No
Compliance with all general supply chain regulations included in part A	
Scoring at least 40 points on the functionality requirements	
Complying with the required specifications	
The successful Service Provider will be bound to the strictest confidentiality and will be expected to conduct itself in a manner that does not compromise the Prince Albert Municipality or bring any undue reputational damage which may be unforeseen at the time of the service being conducted. All resultant data and intellectual property that emanates from this contract will be the property of the Prince Albert Municipality and the bidder must confirm full compliance with this requirement.	
All data will remain the property of the Prince Albert Municipality. The bidder must confirm full compliance with this requirement. A data export facility must be made available for extract to other systems	

The bidder must provide information as requested. Failure to provide evidence may result in the tender not being evaluated further.

SIGNATURE (Bidder)		<b>FOR OFFICE USE ONLY:</b>	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

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PRINS ALBERT**

**MUNICIPALITY  
PRINCE ALBERT**

**18. SCHEDULE OF SUBCONTRACTORS**

I/we the tenderer, notify the Prince Albert Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule <i>(If nil, enter NIL)</i>	
---------------------------------------------------------------------------------------	--

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--------------------------------------------------------------------------------	--

**MUNISIPALITEIT  
PRINS ALBERT**

**MUNICIPALITY  
PRINCE ALBERT**

**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--------------------------------------------------------------------------------	--

MUNISIPALITEIT  
PRINS ALBERT

MUNICIPALITY  
PRINCE ALBERT

**21. MBD 3.1 PRICING SCHEDULE**

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
  5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**PRICING SCHEDULE:**

**See Section 2**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**22. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES**

**NOTE:**

- 1. **This form must be completed 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 will be in possession of originally signed contracts for their respective records.**
- 2. **NO correction fluid/tape may be used.**
  - a. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**

**PART 1 (to be completed by the TENDERER)**

- 1. I hereby undertake to render services described in the attached bidding documents to **Prince Albert Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **08/2019: Installation of borehole pumps at Leeu Gamka**, at the price(s) quoted below.
- 2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 3. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, viz
  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Filled in task directive/proposal
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
  - (f) Declaration of interest
  - (g) Special Conditions of Contract; and
  - (h) General Conditions of Contract.
- 4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the 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.
- 5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

.....

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (to be completed by PRINCE ALBERT MUNICIPALITY)**

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

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

<b>TO BE COMPLETED BY THE PRINCE ALBERT MUNICIPALITY</b>		
SIGNATURE:		<b>OFFICIAL STAMP:</b>
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

**23. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



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VAN  
PRINS ALBERT



MUNICIPALITY  
OF  
PRINCE ALBERT

## PART C – DATABASE REGISTRATION

<b>A</b>	If you are a bidder, <b>DULY REGISTERED</b> as a Supplier on the Western Cape Supplier Database or Central Supplier Database, <b>COMPLETE THIS SECTION</b> and attach a copy of your registration form		
<b>WCS DATABASE REGISTRATION NUMBER</b>			
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

<b>B</b>	If you are a bidder, <b>NOT DULY REGISTERED</b> as a Supplier on the Western Cape Supplier Database or Central Supplier Database, it is compulsory to complete and attach the following forms: The forms are available on the website <a href="http://www.pamun.gov.za">www.pamun.gov.za</a> . The forms must also be submitted to the Western Cape Supplier database or Central Supplier Database which will provide you with a registration number. (Details are on the <b>registration form</b> )		
1	Database Registration Form		
2	Supporting documents required by registration form		