

## HARRY GWALA DISTRICT MUNICIPALITY



### SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES

**APPOINTMENT OF QUALIFIED AND EXPERIENCED SUPPLIERS 2 (TWO) FOR THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.**

**CONTRACT No. HGDM 819/HGDM/2023**

**COMPILED BY: WATER SERVICES DEPARTMENT**

**ON BEHALF OF:**  
Harry Gwala District Municipality  
Private Bag X 501  
IXOPO  
3276

Tel N°: +27 39 834 8700

Fax N°: +27 39 834 2259

Email: [BiyaseN@harrygwaladm.gov.za](mailto:BiyaseN@harrygwaladm.gov.za)

Tel N°: +27 39 834 8700

Fax N°: +27 39 834 2259

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

**TENDER CLOSING DATE: 28 AUGUST 2023**



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfillment

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS		CHECKED Tenderer
1)	Correct Tender Offer Amount carried forward to Cover Page and Form of Offer on Section C.1.....	<input type="checkbox"/>
2)	All pages requiring signatures signed by the Tenderer .....	<input type="checkbox"/>
3)	Bill of Quantities	
	i) Completed in <b>BLACK INK</b> only .....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled.....	<input type="checkbox"/>
4)	Submission of All Returnable Documents and Schedules	
	A Authority for Signatory.....	<input type="checkbox"/>
	B MBD Forms.....	<input type="checkbox"/>
	C Schedule of work carried out by Tenderer.....	<input type="checkbox"/>
	D Amendments, Qualifications and Alternatives.....	<input type="checkbox"/>
	E Tax Clearance Certificate.....	<input type="checkbox"/>
	F Compulsory Enterprise Questionnaire.....	<input type="checkbox"/>
	G Preference Points.....	<input type="checkbox"/>
	H Key Personnel .....	<input type="checkbox"/>
	I Contractor's Health and Safety Declaration.....	<input type="checkbox"/>
5)	J Data to be provided by Tenderer.....	<input type="checkbox"/>

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

**CONTRACT N<sup>o</sup> HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.**

**TABLE OF CONTENTS**

<b>PART</b>	<b>DESCRIPTION</b>	<b>PAGE COLOUR</b>	<b>PAGE No.</b>
<b>PART T: THE TENDER</b>			<b>TP 1</b>
T1.1.	Tender Notice and Invitation To Tender	White	TP 2
T1.2	Tender Data	Pink	TP 4
T2.1	Returnable Documents and Schedules	Yellow	RD 1
T2.2	List of Returnable Documents and Schedules	Yellow	RD 2 to RD 46
<b>PART C1: AGREEMENTS AND CONTRACT DATA</b>			<b>C 1 to C 20</b>
C1.1	Form Offer and Acceptance	Yellow	C 2
C1.2	Contract Data	Yellow	C 8
C1.3	Performance Guarantee	Yellow	C 12
C1.4	Disclosure Statement	Yellow	C 15
C1.5	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993	Yellow	C 16
C1.6	Adjudication Board Member Agreement	Yellow	C18
<b>PART C2: PRICING DATA</b>			<b>PD 1 to PD 18</b>
C2.1	Pricing Instructions	Yellow	PD 2
C2.2	Schedule of Quantities	Yellow	PD 5
<b>PART C3: SCOPE OF WORK</b>			<b>SW 1 to SW 122</b>
	Scope of Work	Blue	SW 1
<b>PART C4: SITE INFORMATION</b>			<b>SI 1 to SI 3</b>
	Site Information	Green	SI 1

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

CONTRACT N<sup>o</sup> HGDM 819/HGDM/2023

THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.

**PART T1: TENDERING PROCEDURES**

**TABLE OF CONTENTS**

T1.1: Tender Notice and Invitation to Tender.....	TP 5
T1.2: Tender Data .....	TP 7

## T1.1:Tender Notice and Invitation to Tender



### HARRY GWALA DISTRICT MUNICIPALITY

“Together We Deliver and Grow”

#### OFFICE OF THE MUNICIPAL MANAGER

40 Main Street, Private Bag X501, IXOPO 3276

Tel: (039) 834 8707 Fax: (039) 834 1701

Email: [kunenes@harrygwalam.gov.za](mailto:kunenes@harrygwalam.gov.za)

## ADVERTISEMENT

### BID NOTICE

Bids are hereby invited from qualified and experienced Bidders for the provision of the following services for the Harry Gwala District municipality.

PROJECT NAME	TENDER NUMBER	CLOSING DATE
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR A PERIOD OF 36 MONTHS.	Contract No. HGDM 819/HGDM/2023	28 August 2023 @ 12h00

**Invalid or non-submission of the following documents will lead to immediate disqualification.**

- Central Supplier database registration
- Utility bill: municipal statement
- JV Agreement (if applicable).
- A signed MBD4 form must be submitted with all bids (available on our website or at reception)

**The following will apply in all the above bids:**

- Valid tax certificate or SARS pin
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- All tenders must be valid for 90 days after the tender closing date.
- 80/20 Preference point system will be used in Evaluation. Functionality will be calculated first.

## **SPECIFIC GOALS**

<b>Specific Goals</b>	<b>Weight</b>	<b>Verification</b>
<b>Ownership Goals</b>		
1. Black ownership ≥ 51% black	20%	ID Copies of directors, Company registration, CSD, Shareholders certificates.
2. Balack ownership 40% - 50%	15%	ID Copies of directors, Company registration, CSD, Shareholders certificates.
3. Black ownership 30% - 39%	12	ID Copies of directors, Company registration, CSD, Shareholders certificates.
4. Black ownership 20% - 29%	10	ID Copies of directors, Company registration, CSD, Shareholders certificates.
5. Black ownership 10% - 19%	8	ID Copies of directors, Company registration, CSD, Shareholders certificates.
6. Black ownership 1% - 9%	4	ID Copies of directors, Company registration, CSD, Shareholders certificates.

## **COLLECTION OF BID DOCUMENTS**

Bid documents may be collected from the **17 August 2023** between **09h00 to 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents will be issued upon payment of a non-refundable cash fee of **R300 .00** each. Bid documents can also be downloaded on municipal website: [www.harrygwaladm.gov.za](http://www.harrygwaladm.gov.za)

## **CLOSING DATE**

The closing date for the bids is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipal, 40 Main Street, IXOPO before the closing date and time. Telegraphic, telexed or faxed bids will not be considered, and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

## **BID ENQUIRIES**

All bid enquiries and other matters shall be directed to the Acting Executive Director Water Services Department: Mr. N.E Biyase during working hours on Tel.:039-834 8700.

**GM. Sineke**  
**Municipal Manager**

## **T1.2: Tender Data**

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

1. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 February 2005;
2. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
3. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
4. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
5. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.
6. Board Notice 136 of 2015 in Government Gazette No. 10684 of 20 January 2017.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

<b>Clause Number</b>	<b>Description</b>
F.1.1	The Employer is <b>Harry Gwala District Municipality</b>
F.1.2	<p>The tender documents issued by the employer comprise the following:</p> <p>T1.1 Tender Notice and Invitation to Tender                      T1.2 Tender Data                      T2.1 List of Returnable Documents                      T2.2 Returnable Schedules</p> <p><b>Part 1: Agreements And Contract Data</b>                      C1.1 Form of offer and acceptance                      C1.2 Contract data                      C1.3 Form of Guarantee                      C1.4 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b>                      C2.1 Pricing instructions                      C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b>                      C3 Scope of work</p>

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

<b>Clause No.</b>	<b>Description</b>
F.1.4	The Employer's details are as follows:  Name: Water Services Department Address: Harry Gwala District Municipality Ixopo, Chapel Street  Tel N <sup>o</sup> : +27 39 834 8700 Fax N <sup>o</sup> : +27 39 834 2259  Contact Person Mr N.E. BIYASE Email: BiyaseN@harrygwaladm.gov.za
F.2.1	<b>The following tenders are eligible to submit tenders.</b> a) No supplier grading designation is required. b) Emerging enterprises who satisfy the following criteria will be considered: <ul style="list-style-type: none"> <li>• They can demonstrate they have the financial resources to undertake the work being tendered for</li> <li>• They have priced documents fairly and can demonstrate the basis of pricing of items.</li> <li>• They can demonstrate that they have experienced personnel to manage the work being tendered for.</li> </ul> c) Joint ventures are eligible to submit tenders provided that:
F2.7	The arrangements for a compulsory briefing meeting are: N/A
F2.12	If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's.  Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements  The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:  Location of Tender Box: <b>Foyer of Harry Gwala District Municipality Offices</b> Physical Address: <b>40 Main Street, IXOPO</b> Tender Documents Endorsed: <b>Contract HGDM/HGDM/2023</b>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is <b>12h00 on 28 AUGUST 2023.</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is <b>thirteen (13) weeks (90 days)</b> from the tender closing date
F.2.23	The tenderer is required to submit with his tender: 1) Copies of company registration documents.



**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

	<p>Valid Tax certificate or SARS Pin.</p> <ol style="list-style-type: none"><li>2) Copies of ID documents of Shareholders/Members/Directors of the business enterprises.</li><li>3) Copy of Letter of Good Standing from the Department of Labour;</li><li>4) JV Agreement (if applicable)</li></ol>
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time:           <b>12h00</b> Date:           <b>28 AUGUST 2023</b></p> <p>Location:       <b>Tender Box, Foyer of Harry Gwala District Municipality Offices, 40 Main Street, IXOPO, 3276</b></p>

F.3.11	<p>The procedure for the evaluation of responsive tenders is</p> <p><b>Method 2: Financial Offer, Quality</b></p> <p><u>(a) Quality</u></p> <p>The score for quality is to be calculated using the following formula:</p> $W_q = W_2 \times S_o / M_s$ <p>where:</p> <p><math>W_2</math> = is the percentage score given to quality and equals <b>100</b></p> <p><math>S_o</math> = is the score for quality allocated to the submission under consideration</p> <p><math>M_s</math> = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: right;">Maximum Allocated Points</th> </tr> </thead> <tbody> <tr> <td>Experience of Bidder with respect to similar projects</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Delivery vehicle</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Financial Capacity</td> <td style="text-align: right;">20</td> </tr> <tr> <td><b>TOTAL MAXIMUM POINTS</b></td> <td style="text-align: right;"><b>100</b></td> </tr> </tbody> </table> <p>The score for quality can be further broken down per individual criteria as follows:</p>	Description	Maximum Allocated Points	Experience of Bidder with respect to similar projects	50	Delivery vehicle	30	Financial Capacity	20	<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>
Description	Maximum Allocated Points										
Experience of Bidder with respect to similar projects	50										
Delivery vehicle	30										
Financial Capacity	20										
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>										

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

Key Criteria Aspect	Basis for Points allocation	Score	Max Score	Verification Method
Experience of Bidder with respect to similar projects- (Supply and Delivery of water meters)	5 years and above of service and provide at least 5 previous projects where the service provider supplied water meters	50	50	Appointment letters and letters of reference of the same project to be attached with valid contact details.
	3- 4 years of service and provide at least 3 previous project where the service provider supplied water meters	30		
	1- 2 years of service and provide at least 2 previous projects where the service provider supplied water meters	20		
Proof of delivery vehicle used for delivery of water meters	Vehicle log book or signed contract with delivery company or vehicle lease agreement	30	30	Vehicle log book or signed contract with delivery company or vehicle lease agreement
Financial Capacity	Undoubted for the amount of your enquiry	A = 20	20	Rating by bank where account is held
	Good for tender amount quoted	B = 15		
	Average to good for the amount of tender enquiry, if strictly in the way of business	C = 10		
	Rating below good (D )	E-F = 8		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

where:

W1 = **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R50 000 000;

Pm = the value of the comparative offer of the most favorable tender;

P = the value of the comparative offer under consideration

**HARRY GWALA DISTRICT MUNICIPALITY  
 SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
 CONTRACT No: HGDM 819/HGDM/2023**

F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations</li> <li>b) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;</li> <li>c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not             <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</li> <li>f) the Tenderer or a competent authorized representative of the tenderer who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified;</li> <li>g) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;</li> <li>h) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.</li> </ul>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.</p>

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

**CONTRACT N<sup>o</sup> HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES, AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**INDEX**

<b>PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES.....</b>	<b>RD14</b>
<b>FORM B: .....</b>	<b>Authority for SignatoryRD15</b>
<b>FORM D: .....</b>	<b>Schedule of Work Carried out by the TendererRD17</b>
<b>FORM F:.....</b>	<b>Amendments, Qualifications and AlternativesRD18</b>
<b>FORM G: .....</b>	<b>Tenderer's Tax Clearance CertificateRD20</b>
<b>FORM H: .....</b>	<b>Tenderer's Financial StandingRD21</b>
<b>FORM I: .....</b>	<b>Form of Intent to Provide a Performance GuaranteeRD22</b>
<b>FORM J: .....</b>	<b>Compulsory Enterprise QuestionnaireRD24</b>
<b>FORM L:.....</b>	<b>Proof of Purchase of Tender DocumentsRD26</b>
<b>FORM M: .....</b>	<b>Preferential ProcurementRD27</b>
<b>FORM N: .....</b>	<b>MBD4 FormRD32</b>
<b>FORM O:.....</b>	<b>Company Registration Documents and OtherDocuments RD6</b>
<b>FORM P: .....</b>	<b>Joint Venture Disclosure Form</b>
<b>RD2</b>	<b>Error! Bookmark not defined.</b>
<b>FORM Y: .....</b>	<b>Declaration of BIDDERS past experience MBD8</b>
<b>FORM Z:.....</b>	<b>Certificate of independent bid determination MBD9</b>

## **PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**

### **1. List of Returnable Documents and Schedules Required for Tender Evaluation Purposes**

- Authority for Signatory
- Schedule of Work Carried out by the Tenderer
- Amendments, Qualifications and Alternatives
- Tax Clearance Certificate or SARS Pin
- Tenderer's Financial Standing
- Form of Intent to Provide a Performance Guarantee
- Compulsory Enterprise Questionnaire
- UIF Registration Certificate
- Proof of Purchase of Tender Documents
- MBD4 Form
- Joint Venture Disclosure Form
- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Certificate of Municipal Services

### **2. Other Returnable Schedules and Documents that will be incorporated into the Contract**

- Schedule of Proposed Sub-Contractors
- Record of Addenda to Tender Documents
- Rates for Special Materials
- Supplier's Health and Safety Declaration
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Form of Guarantee (Part C1)
- Adjudicator's Agreement (Part C1)
- Agreement in Terms of the OHSA No 85 of 1993 (Part C1)
- Bill of Quantities (Part C2)
- Scope of Work (Part C3)

**FORM B:** Authority for Signatory

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I, ....., chairperson

of the board of .....,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms .....

acting in the capacity of ....., was authorised to sign all documents in connection with this tender for CONTRACT N° HGDM 819/HGDM/2023 and any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....

2. .... Date: .....

Signature of Authorised Person: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....

....., hereby authorise

Mr/Ms ....., acting in the capacity of .....

....., to sign all documents in connection with this tender for

CONTRACT N° HGDM 819/HGDM/2023 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Signature of Authorised Person: .....

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby

authorise Mr/Ms ....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for CONTRACT N° HGDM 819/HGDM/2023 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

Signature of Authorised Person: .....

**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am

the sole owner of the business trading as .....

**As witnesses:**

1. .... Sole Owner: .....

2. .... Date: .....

Signature of Authorised Person: .....

**E. Certificate for Close Corporation**

We, calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.

lect all design assumptions in the development of the pricing proposal.

ect all design assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the c° HGDM/2022 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Signature of Authorised Person: .....



**FORM D: Schedule of Work Carried out by the Tenderer**

The Tenderer shall list below the contracts of a similar nature awarded to him. This information is material to the award of the Contract.

<b>EMPLOYER</b> (Name, Tel No and Fax No)	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM F: Amendments, Qualifications and Alternatives**

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**FORM G: Tenderer's Tax Clearance Certificate**

The Tenderer is to attach his original Tax Clearance Certificate or SARS Pin on this page. In the case of a Joint Venture, original copies of Tax Clearance Certificates for all members of the Joint Venture must be attach.

**Tenderers must note that failure to comply with this requirement will render their tender invalid.**

**FORM H: Tenderer's Financial Standing**

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

**CONTRACT N<sup>o</sup> HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

The Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To this end, the Tenderer must provide with his tender, a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the tenderer be unable to provide a bank rating with his tender, he shall be state the reasons thereof and in addition provide the following details of his banker and bank account details that he intends to use for the contract:

Name of Account Holder: .....

Name of Bank: ..... Branch: .....

Account Number: ..... Account Type: .....

Telephone Number: ..... Fax N<sup>o</sup>: .....

Name of Contact Person (*at bank*): .....

Failure to provide either the required bank details or a certified bank rating with his tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus received as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**CERTIFIED BANK RATING**

*Tenderers to attach a Certified Bank Rating to this page. Failure to comply may lead to awarding of zero points for quality on this criteria.*

## FORM I: Form of Intent to Provide a Performance Guarantee

***[The Tenderer must attach hereto a letter from the bank or institution, with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].***

*Tenderers are to refer to Form C1.3: Form of Guarantee*

## FORM J: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: Registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary



**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Name of Enterprise \_\_\_\_\_

**FORM L: Proof of Purchase of Tender Documents**

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

---

**FORM M: Preferential Procurement**

Harry Gwala District Municipality has adopted the Preference Point System as stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and as set out in the 2022 regulations.

**M.1. PRINCIPLES APPLIED BY THE MUNICIPALITY**

- 1.1 The Harry Gwala District Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
- 1.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Harry Gwala District Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.
- 1.3 Furthermore, the Harry Gwala District Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

**M.2 The 80/20 Preference Point System**

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System. Tenderes will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

**Method 2: Financial Offer, Quality and Preferences**

(a) Quality

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

$W_2$  = is the percentage score given to quality and equals **100**

$S_o$  = is the score for quality allocated to the submission under consideration

$M_s$  = is the maximum possible score for quality in respect to the submission

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables:

Description	Maximum Allocated Points
Experience of Bidder with respect to similar projects	50
Delivery vehicle	30
Financial Capacity	20
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The score for quality can be further broken down per individual criteria as follows:

Key Criteria Aspect	Basis for Points allocation	Score	Max Score	Verification Method
Experience of Bidder with respect to similar projects- ( Supply and Delivery of water meters )	5 years and above of service and provide at least 5 previous projects where the service provider supplied water meters	50	50	Appointment letters and letters of reference of the same project to be attached with valid contact details.
	3- 4 years of service and provide at least 3 previous project where the service provider supplied water meters	30		
	1- 2 years of service and provide at least 2 previous projects where the service provider supplied water meters	20		
Proof of delivery vehicle used for delivery of water meters	Vehicle log book or signed contract with delivery company or vehicle lease agreement	30	30	Vehicle log book or signed contract with delivery company or vehicle lease agreement
Financial Capacity	Undoubted for the amount of your enquiry	A = 20	20	Stamped Rating by bank where account is held
	Good for tender amount quoted	B = 15		
	Average to good for the amount of tender enquiry, if strictly in the way of business	C = 10		
	Rating below good (D )	E-F = 8		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

(b) Financial Offer

The financial offer will be scored using the following formula

Price Points: 80 Points Maximum

The following formula will be used to calculate the pints for price in respect of tenders with a Rand value up to R50 000,000:-

$$Ps = 80 \left\{ 1 - \left( \frac{Pt - Pmin}{Pmin} \right) \right\}$$

Where:-

- Ps** = Points scored for price of tender under consideration  
**Pt** = Rand value of offer tender consideration  
**Pmin** = Rand value of lowest acceptable tender

(c) Preferences

Up to **20** points (for financial values up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers as follows as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 as detailed below.

**Specific goal table**

<b>1. Ownership</b>	<b>Verification Method</b>	<b>Weighting</b>
• Black ownership ≥ 51%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	20
• Black ownership 40% - 50%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	15
• Black ownership 30% - 39%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	12
• Black ownership 20% - 29%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	10
• Black ownership 10% - 19%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	8
• Black ownership 1% - 9%	ID copies of Directors, Company registration, CSD and Shareholder certificates.	4

### **M.3 Bidder Submission Requirements**

All bidders must provide the following information and certificates with their bids and may not consider any quotation or bid submitted by a service provider who fails to submit the following information:

- All potential or actual conflicts of interests
- The name of the entity or person
- Whether the owner is or has been in the service of the state in the previous 12 months
- If the provider is not a natural person, whether any of its directors, managers, principle shareholders or stakeholders is in the service of the state or has been in the previous 12 months
- Whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder is in the service of the state or has been in the previous 12 months
- Tax reference numbers, including Tax, PAYE, UIF and SDL and VAT, if applicable
- Identification or company registration numbers
- A valid Tax clearance certificates issued by SARS
- Registration with relevant bodies or controlling authorities if such registrations are mandatory
- Employment Equity Registration Numbers from the Department of Labour, if applicable
- Proof of registration and a letter of good standing from the Compensation Commissioner in compliance with COID Act.
- Proof that municipal rates, taxes and service charges accounts are in order

### **M.4 Adjudication Criteria**

Adjudication criteria will be clearly stated in the bid documents.

The award must be made to the bidder scoring the highest number of points unless objective criteria indicate that the award should be made to another bidder. The reasons for deviating from the prescribed norms and standards must be documented by the bid adjudication committee and reported immediately to the Accounting Officer. The Accounting Officer may at any stage, refer any recommendations made by either the bid evaluation or bid adjudication committees back to those committees for reconsideration.

### **M.5 Rejection / Disqualification Criteria**

The Municipality may disqualify any offer or bid submitted for the following reasons:

- (i) The bidder failed to comply with all submission requirements as stated in the tender document.
- (ii) The entity or one of its directors is listed on National Treasury's data base as a person prohibited from doing business with the public sector
- (iii) There are levies for water & sanitation service charges from any Municipality by the entity or any of its directors that are in arrears for longer than 3 months unless credit arrangements have been made in terms of council policies.
- (iv) The entity has failed to perform satisfactorily on previous contracts with any Municipality or other organ of state, after that entity was given written notice that performance was unsatisfactory
- (v) Any of the directors committed a corrupt or fraudulent act in competing for a particular contract or in the execution of a contract
- (vi) An Official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of a contract that benefited that person
- (vii) The entity or any of its directors abused the supply chain management system or committed any improper conduct in relation to such system
- (viii) Any director has been convicted for fraud or corruption during the past 5 years

- (ix) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the last 5 years
- (x) Misrepresentation of facts or information in the tender document submitted.
- (xi) Submission of two tender documents (from the same company) unless the other tender document is an alternative offer.
- (xii) Any persons whose tax matters have not been declared as being in order by the South African Revenue Services for awards in excess of R15, 000 Inc VAT.

**M.6 Payments**

Payments for Small and Micro projects shall be made within 30 days after submission of an acceptable invoice which has been approved by the Municipality's Representative or as specified in the Municipality's Special Conditions of Contract.

**M.7 Assignment**

The Service Provider may not cede or assign this contract or any moneys due or that may become due to it, without the prior written consent of the Municipality.

**M.8 Joint Ventures**

The Municipality will only accept Joint Venture agreements that are formed as a new legal entity and where an acceptable and legal agreement is submitted to the municipality. Any payments due to the Joint Venture will be made to the JV bank account.

**M.9 Penalties**

Penalties on late completion of work shall be as specified in the Contract Data.

## MBD2

### SECTION D

#### A) TAX COMPLIANCE STATUS (TCS) SYSTEM REQUIREMENTS

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

To verify your tax compliance status on eFiling, the person or entity will require your tax reference number and PIN number.

**TAX REFERENCE NUMBER** \_\_\_\_\_

**PIN NUMBER** \_\_\_\_\_

Visit [www.sars.gov.za](http://www.sars.gov.za) for process to verify TCS PIN.

What is the Tax Compliance Status system?

1. Tax Compliance Status (TCS) replaced the Tax Clearance Certificate system which was previously used by SARS.
2. The new TCS system allows you to obtain a TCS PIN in real-time, instead of a manual Tax Certificate.

What do I need to be tax compliant?

To be tax compliant, you should make sure that:

1. You are registered for all required tax types
2. You submit all your tax returns on time.
3. Pay all your tax debt on time

How to obtain a TCS PIN via eFiling?

Make sure you have Adobe Flash installed and enabled on your computer or laptop. Visit [www.adobe.com](http://www.adobe.com) to download.

1. Logon to eFiling  
If you are not yet an eFiler, register at [www.sarsefiling.co.za](http://www.sarsefiling.co.za).  
You need to be registered for eFiling and have one tax type activated on your eFiling profile, in order to activate the TCS service.
2. Activate your TCS service  
You only need to activate your Tax Compliance Status once, and it will remain active.  
Once you have activated the service, you will see the "My Compliance Profile" on the screen.



If you are registered for more than one tax type and you have not yet merged the tax types into one registered profile, it is recommended that you complete the "Merge Entities" function to see a compliance profile of all taxes.

3 . View your "My Compliance Profile"

Your compliance status will be displayed against the following compliance requirements:

- Registration status
- Submission of returns
- Debt
- Relevant supporting documents.

A colour-coded profile will appear to indicate whether you are tax compliant for each compliance requirement listed above.

Green - Your tax matters are in order and the taxpayer is tax compliant

Red - Your tax matters are not in order and the taxpayer is not tax compliant.

4. Request PIN on eFiling To request a PIN go to "My Compliance Profile":

- Select the Tax Compliance Status Request option
- Select the type of TCS for which you would like to apply.

You will have the following options:

- » Good standing
- » Tender
- » Foreign Investment Allowance (Individuals only)
- » Emigration (Individuals only)

- Complete the Tax Compliance Status Request and submit it to SARS.

**MBD3.1**  
**SECTION E**

**FORM OF OFFER AND ACCEPTANCE**

**NAME OF BIDDER (ORGANISATION):** \_\_\_\_\_

**A. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**BID NO. HGDM819/HGDM/2023**

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

The Bidder, identified in the Offer signature block below, by submitting this Offer has accepted the Conditions of Tender. By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract.

The offered total of the prices carried forward from the Summary of the Bill of Quantities is:

R..... (in figures)	*including VAT	
	*excluding VAT	

Amount in words..... *\* tick relevant box*

<b>Prices must be firm.</b>	<b>Is the delivery period stated firm? Yes/No: .....</b>
<b>Name:</b> <i>(of person authorised to sign the bid)</i>	<b>Signature:</b>
<b>Name of Witness:</b>	<b>Signature of Witness:</b>
<b>Date:</b>	<b>Failure of a Bidder to sign this form will invalidate the bid</b>
<b>Address of Organisation:</b> _____	
<b>Telephone No.</b> _____ <b>Fax No.</b> _____	

**B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the Conditions of Contract. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES:  
CONTRACT No: HGDM 819/HGDM/2023**

---

The terms of the contract are contained in the schedules, forms, drawings and documents or parts thereof referred to in this bid.

<b>Name :</b> <i>(of person authorised to sign the bid)</i>	<b>Signature:</b>
<b>Capacity:</b>	<b>Date:</b>
<b>Name of Witness:</b>	<b>Signature of Witness:</b>
<b>Name and Address of Employer:</b> _____ _____	

**FORM N: MBD4 Form**

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ..... **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....

**MBD 6.1  
SECTION G**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**FORM O: Company Registration Documents and Other Documents**

Tenderers are to attach certified copies of the following documentation to this page:

- Company Registration Documents
- Identity Documents of Company Shareholders/members.
- Proof of Registration on Central Supplier Database

**Tenderers are to note that failure to submit the above documentation may result in the non-award of other preference points during tender evaluation**

FORM: Y

MBD 8

## 1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js367bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

**MBD 9**



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>3</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:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

FORM: Z

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

**CONTRACT N<sup>o</sup> HGMD 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES, AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

**PART T2.2: RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**INDEX**

**FORM S: ..... Record of Addenda to Tender DocumentsRD14**

**FORM T: ..... Key PersonnelRD15**

**FORM U: ..... Rates for Special MaterialsRD17**

**FORM V: .....Contractor's Health and Safety**

**DeclarationRDError! Bookmark not defined.**

**FORM W: ..... UIF registration CertificateRD18**

**FORM X: ..... Certificate of Municipal ServicesRD19**

**FORM S: Record of Addenda to Tender Documents**

We confirm that the following communications received from the Supplier before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

SIGNATURE: ..... DATE: .....  
 (of person authorised to sign on behalf of the Tenderer)

**FORM T: Key Personnel**

Tenderers shall provide details of the Contracts Manager (s) experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

a. Contracts Manager

<b>CONTRACTS MANAGER</b>	<b>NAME:.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

SIGNATURE: .....  
 (of person authorised to sign on behalf of the Tenderer)

DATE: .....

**Tenderers to attach:**

1. **Vehicle ownership or proof of Vehicle rental.**

**FORM U: Rates for Special Materials**

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

<b>SPECIAL MATERIAL</b>	<b>UNIT*</b>	<b>Rate or Price for the Base Month</b>

Indicate whether the material will be delivered in bulk or in containers.

**Notes to Tenderer:**

**When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.**

Signed: ..... Date: .....

Name: ..... Position: .....

**SIGNATURE:** ..... **DATE:** .....  
*(of person authorised to sign on behalf of the Tenderer)*

**FORM W: UIF Registration Certificate**

*Tenderers to attach copy of UIF Registration Certificate*



**FORM X: Certificate of Municipal Services**

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

<b>Tender Number:</b>	<b>HGDM 819/HGDM/2023</b>
<b>Name of the Tenderer:</b>	_____

**FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
*(full name in block letters)*

**certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

\_\_\_\_\_  
 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.**

**MUNICIPAL SERVICES STATEMENT**

*Tenderers are to attach the latest statement (not more than 3 months old) from the municipality where the Tenderer receives municipal services*

**SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES**

**CONTRACT N<sup>o</sup> HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES, AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**INDEX**

<b>PART C1: AGREEMENTS AND CONTRACT DATA .....</b>	<b>C22</b>
C1.1 Form of Offer and Acceptance .....	C22
A: Offer .....	C22
B: Acceptance .....	C23
C: Schedule of Deviations .....	C24
D: Confirmation of Receipt .....	C26
<b>PART C1.2 CONTRACT DATA .....</b>	<b>C27</b>
C1.2.1 General Conditions of Contract .....	C27
C1.2.2 Contract Data Provided by Employer .....	C28
C1.2.3 Data Provided by the Contractor .....	C30
C1.3: PERFORMANCE OF GUARANTEE .....	<b>CError! Bookmark not defined.</b>
C1.4: DISCLOSURE STATEMENT .....	<b>CError! Bookmark not defined.</b>
C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993 .....	C32
C1.6: ADJUDICATION BOARD MEMBER AGREEMENT ....	<b>CError! Bookmark not defined.</b>

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

**A: Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

**CONTRACT NO: HGDM 819/HGDM/2023**

**THE SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT DEVICES, AS PER THE BILL OF QUANTITIES FOR THE PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....  
.....  
..... Rand (in words);  
R .....(in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Tenderer** *(organisation)*: .....

**Address:** .....  
.....

Tel: ..... Fax: .....

**Witness:**

Signature: ..... Name: .....

Date: .....

**B: Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now supplier) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Employer** (*organisation*): .....

**Address:** .....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

**C: Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)* .....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....

**D: Confirmation of Receipt**

The Tenderer, identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The .....(day)  
of .....(month)  
20.....(year)  
at .....(place)

**For the Contractor:**

.....  
Signature  
.....  
Name  
.....  
Capacity

**Signature and Name of Witness:**

.....  
Signature  
.....  
Name



## **PART C1.2      CONTRACT DATA**

### **C1.2.1      General Conditions of Contract**

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications.**

**C1.2.2 Contract Data Provided by Employer**

**CONTRACT N° HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER  
 SMART MEETRS AND WATER MANAGEMENT DEVICES, FOR THE PERIOD OF 36  
 MONTHS.**

Defects Liability Period	1.1.1.13	(Product Warranty Period)
Name of Employer	1.1.1.15	Harry Gwala District Municipality
Address of Employer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N°: +27 39 834 8700 Fax N°: +27 39 834 2259
Name of Engineer	1.1.1.16	Water Services Department
Address of the Engineer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N°: +27 39 834 8700 Fax N°: +27 39 834 2259
Pricing Strategy	1.1.1.26	No Escalations for the duration of the contract.
Base Month		Month before closing date of Tenders
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

**HARRY GWALA DISTRICT MUNICIPALITY  
SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT  
DEVICES: CONTRACT No: HGDM 819/HGDM/2023**

---

Defects Liability Period	1.1.1.13	(Product Warranty Period)

SIGNATURE OF TENDERER: .....

DATE: .....

**C1.2.3 Data Provided by the Supplier**

Name of Supplier	1.1.1.9	.....																		
Address of Supplier (Physical and Postal)	1.2.1.2	..... ..... ..... ..... ..... ..... .....																		
Tel:		.....																		
Fax:		.....																		
Email:		.....																		
Security to be Provided by Supplier	6.2.1	Refer to Table Below																		
<table border="1" style="width: 100%;"> <tr> <td colspan="2"><b>Type of Security</b></td> </tr> <tr> <td colspan="2"><i>Is Value Added Tax included in the calculating percentages?</i></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2">Performance Guarantee of .....% of</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2">Cash Deposit of .....% of the Contra value of Works</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2">Performance Guarantee of .....% .....% of the value of Works</td> </tr> <tr> <td colspan="2"> </td> </tr> </table>			<b>Type of Security</b>		<i>Is Value Added Tax included in the calculating percentages?</i>				Performance Guarantee of .....% of				Cash Deposit of .....% of the Contra value of Works				Performance Guarantee of .....% .....% of the value of Works			
<b>Type of Security</b>																				
<i>Is Value Added Tax included in the calculating percentages?</i>																				
Performance Guarantee of .....% of																				
Cash Deposit of .....% of the Contra value of Works																				
Performance Guarantee of .....% .....% of the value of Works																				
Price variation of special materials*		6.8.3																		
<table border="1" style="width: 100%;"> <tr> <td colspan="2"><b>Type of Special Material</b></td> </tr> <tr> <td> </td> <td> </td> </tr> </table>			<b>Type of Special Material</b>																	
<b>Type of Special Material</b>																				

**HARRY GWALA DISTRICT MUNICIPALITY  
 SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANAGEMENT  
 DEVICES: CONTRACT No: HGDM 819/HGDM/2023**

Rate or price for base month of*				6.8.2

***Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.***

**\* Delete inapplicable**

Signature: .....

Name of Signatory: .....

Date: .....

Name of Tenderer .....

C1.5: .....AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH  
AND  
.....SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **HARRY GWALA DISTRICT MUNICIPALITY** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....  
in his capacity as: .....

AND: .....

(hereinafter called the SUPPLIER) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorized to sign on behalf of the Supplier.

**WHEREAS** the SUPPLIER is the Mandatory of the EMPLOYER in consequence of an agreement between the SUPPLIER and the EMPLOYER in respect of

CONTRACT No: ..... (CONTRACT TITLE)

.....  
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the SUPPLIER have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The SUPPLIER undertakes to acquaint the appropriate officials and employees of the SUPPLIER with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The SUPPLIER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SUPPLIER, his officials and employees. The SUPPLIER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The SUPPLIER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SUPPLIER expressly absolves the EMPLOYER and the Employer's REPRESENTATIVE from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The SUPPLIER agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the SUPPLIER has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the SUPPLIER, or to take such steps it may deem necessary to remedy the default of the SUPPLIER at the cost of the SUPPLIER.
  
5. The SUPPLIER shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **SUPPLIER**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

**SUPPLY AND DELIVERY OF PREPAID WATER SMART MEETRS AND WATER MANAGEMENT  
DEVICES**

**CONTRACT N<sup>0</sup> HGDM 819/HGDM/2023**

**THE SCOPE OF WORKS ENTAILS THE SUPPLY AND DELIVERY OF PREPAID WATER  
SMART METERS AND WATER MANAGEMENT DEVICES, AS AND WHEN REQUIRED BY  
THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

**PART C2: PRICING DATA**

**INDEX**

<b>PART C2: PRICING DATA.....</b>	<b>PD35</b>
C2.1 Pricing Instructions .....	PD35
C2.2 Schedule of Quantities .....	PD37



## PART C2: PRICING DATA

### C2.1 Pricing Instructions

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be

used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
No.	=	number

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

**C2.2 Schedule of Quantities**

**BILL OF QUANTITY: HARRY GWALA DISTRICT MUNICIPALITY**

Item No.	Material Code	Material Description	Unit	Unit Price	Amount
1	N/A	WMD+DN20+AMANZI+AGB C/W REPLACEABLE S/COCK & TRICKLE UIU WHITE 433MHZ PROTOCOL 1	EA		
2	N/A	WMD DN20 ANALOG-DN20-AP99	EA		
				<b>SUB-TOTAL</b>	
				Add 15% VAT	
				<b>GRAND TOTAL</b>	

Signed: .....

Date: .....

## SCOPE OF WORK

### CONTENTS

#### **C3.1 STANDARD SPECIFICATIONS**

#### **C3.2 PROJECT SPECIFICATIONS**

##### **A: GENERAL**

##### **PS.1 PROJECT DESCRIPTION**

#### **C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

### QUALITY

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

#### **C3.2 PROJECT SPECIFICATIONS**

Prospective tenderers are hereby invited to tender for the appointment of qualified and experienced materials supplier for the SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANGEMENT DEVICES for a period of 36 months.

The following services are required by the Harry Gwala District Municipality.

##### **(a) GENERAL**

The scope of work entails the SUPPLY AND DELIVERY OF PREPAID WATER SMART METERS AND WATER MANGEMENT DEVICES.

The purpose of this enquiry is to obtain rates from suitable supplier of materials. The supply and delivery will be as and when requested.

##### **(b) SPECIAL CONDITIONS OF TENDER**

The successful Supplier will enter into a 36 months contract with Harry Gwala District Municipality, which together with specifications will form the contract agreement between the supplier and Harry Gwala District Municipality.

The submitted price to be fixed and no escalation will be allowed over the contract period including possible extensions of time to be granted to the supplier, bearing in mind that Harry Gwala District Municipality has 90 working days to award contract.

Harry Gwala District Municipality has the right to remove sections of the work from the scope and undertake some with their own or other resources, always with the understanding that it will be done after giving due notice and agreement with the supplier. Harry Gwala District Municipality is under no obligation to award the quotation to any, or the lowest bidder.

The supplier must hand in the completed document with all pages attached under his cover letter stating the final **amount including VAT** as well as indicating his lead time required for establishment in weeks. Any special requirements or alterations must be detailed in the cover letter.

