



Knysna

Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.


TENDER DOCUMENT

TENDER NUMBER:		T 35 OF 2019/20	
TENDER DESCRIPTION:		SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES FOR A PERIOD OF THREE YEARS IN THE GREATER KNYSNA	
CLOSING TIME:	12H00	CLOSING DATE:	10 June 2020
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: <ol style="list-style-type: none">1. All bids must be submitted on the official forms – (not to be re-typed)2. Bids must be completed in black ink in writing3. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

Signature of Knysna Municipality Officials at Tender Opening	1.
	2.

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town				Code			
POSTAL ADDRESS:									
		City/Town				Code			
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:				CIDB CRS NUMBER:		N/A			
TCS PIN				FACSIMILE NUMBER:					
E-MAIL ADDRESS:									
TELEPHONE NUMBER:				CELLPHONE NUMBER:					
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?						YES		NO	
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)						YES		NO	
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)						YES		NO	
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)				SIGNATURE					
CAPACITY				DATE					

 <p>Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.</p>	KNYSNA MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO BID			
	NOTICE NO :	T35 OF 2019/20	DEPARTMENT :	DIRECTORATE: INFRASTRUCTURE SERVICES
ADVERTISED IN:	MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E-TENDER PORTAL			
BID NO:	T 35 OF 2019/20		PUBLISHED DATE:	07 May 2020
Bids are hereby invited for (Tender Description):	SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES FOR A PERIOD OF THREE YEARS IN THE GREATER KNYSNA			
CLOSING TIME AND DATE:	No later than 12H00		On the Date:	10 June 2020
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna			
AVAILABILITY OF BID DOCUMENTS:				
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Information centre – SCM – Tenders).				
Due to the Covid-19 pandemic, Knysna Municipality will not issue hard copy of the tender documents. Tender documents must be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.			Due to the Covid-19 pandemic, Knysna Municipality will not issue hard copy of the tender documents. Tender documents must be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.	
Date Available:	07 May 2020		Non-refundable Documentation Fee:	N/A
BID RULES:				
<p>1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna. .</p> <p>Bids may only be submitted on the bid documentation that is issued</p> <p>The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of 40 out of 50 points (80%) for functionality in order to be evaluated further based on price and preference. The functionality criteria and weighting is set out in the tender document.</p> <p>Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2017</p> <p>The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.</p>				
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..				
Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za .				
Preferential Procurement Point System Applicable	80/20	Local Content Requirement	Refer to page 14 of the tender document	

CIDB Registration Required	5 CE or 5 CE PE	Validity Period	90 Days
Validity period	Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.		
Site Meeting/Information Session	Not Applicable		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Infrastructure Services	Section:	Supply Chain Management
Contact Person:	K Sampson	Contact Person:	M. Mato
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	wmdtender@knysna.gov.za	Email:	mmato@knysna.gov.za
Authorised by:	MUNICIPAL MANAGER		Dr MR Gratz

Version 1.4

MBD 2

KNYSNA MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.	
1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za .

KNYSNA MUNICIPALITY DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.														
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 the 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 / her representative:														
3.2.	Identity number:														
3.3.	Position occupied in the Company (director, trustee, shareholder ²)														
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 (where applicable) 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.														
3.9.	Have you been in the service of the state for the past twelve months?												YES / NO		
3.9.1.	If so, 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 so, state particulars.														
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person 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 so, state particulars.														
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?												YES / NO		
3.12.1.	If so, state particulars.														

3.13.	Is 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 so, 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 so, furnish particulars.	
4.	Full details of directors / trustees / members / shareholders:	
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:		
Full Name	Identity Number	Individual Tax Number for each Director
CERTIFICATION		
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.		
NAME OF ENTERPRISE		
CAPACITY		DATE
NAME (PRINT)		SIGNATURE
¹ 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 or 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 entity; or	
f)	an employee of Parliament or a provincial legislature.	
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.		

KNYSNA MUNICIPALITY													
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017													
N B:	BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.												
1.	GENERAL CONDITIONS												
1.1.	<p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). 												
1.2.	The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.												
1.3.	<p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> Price; and B-BBEE Status Level of Contribution. <table border="1"> <tr> <td>1.3.1</td> <td>The maximum points for this bid are allocated as follows:</td> <td>POINTS</td> </tr> <tr> <td></td> <td>PRICE</td> <td>80</td> </tr> <tr> <td></td> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td>20</td> </tr> <tr> <td></td> <td>Total points for Price and B-BBEE must not exceed</td> <td>100</td> </tr> </table>	1.3.1	The maximum points for this bid are allocated as follows:	POINTS		PRICE	80		B-BBEE STATUS LEVEL OF CONTRIBUTION	20		Total points for Price and B-BBEE must not exceed	100
1.3.1	The maximum points for this bid are allocated as follows:	POINTS											
	PRICE	80											
	B-BBEE STATUS LEVEL OF CONTRIBUTION	20											
	Total points for Price and B-BBEE must not exceed	100											
1.4.	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.												
1.5.	The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.												
2.	DEFINITIONS												
2.1.	<table border="1"> <tr> <td>"all applicable taxes"</td> <td>includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;</td> </tr> </table>	"all applicable taxes"	includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;										
"all applicable taxes"	includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;												
2.2.	<table border="1"> <tr> <td>"B-BBEE"</td> <td>means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;</td> </tr> </table>	"B-BBEE"	means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;										
"B-BBEE"	means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;												
2.3.	<table border="1"> <tr> <td>"B-BBEE status level of contributor"</td> <td>means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;</td> </tr> </table>	"B-BBEE status level of contributor"	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;										
"B-BBEE status level of contributor"	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;												
2.4.	<table border="1"> <tr> <td>"bid"</td> <td>means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price</td> </tr> </table>	"bid"	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price										
"bid"	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price												

		quotations, advertised competitive bidding processes or proposals;
2.5.	“Broad-Based Black Economic Empowerment Act”	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
2.6.	“comparative price”	means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
2.7.	“consortium or joint venture”	means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
2.8.	“contract”	means the agreement that results from the acceptance of a bid by an organ of state;
2.9.	“EME”	means any enterprise with annual total revenue of R5 million or less;
2.10	“Firm price”	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
2.11	“Functionality”	means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
2.12	“non-firm prices”	means all prices other than “firm” prices;
2.13	“person”	includes a juristic person;
2.14	“rand value”	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.15	“sub-contract”	means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the <i>contract</i> ;
2.16	“total revenue”	bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the <i>Government Gazette</i> on 9 February 2007;
2.17	“trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
2.18	“trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. ADJUDICATION USING A POINT SYSTEM		
3.1.	The bidder obtaining the highest number of total points will be awarded the contract.	
3.2.	Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.	
3.3.	Points scored must be rounded off to the nearest 2 decimal places.	
3.4.	In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.	

3.5.	However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.		
3.6.	Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.		
4.	POINTS AWARDED FOR PRICE		
4.1.	<p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p>		
5.	Points awarded for B-BBEE Status Level of Contribution		
5.1.	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:		
5.2.	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
	1	10	20
	2	9	18
	3	6	14
	4	5	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
	Non-compliant contributor	0	0
5.3.	Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.		
5.4.	Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.		
5.5.	A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.		
5.6.	A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.		
5.7.	Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.		
5.8.	A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the		

	contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract. Such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.			
5.9.	A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.			
6.	BID DECLARATION			
6.1.	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:			
7.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1			
7.1.	B-BBEE Status Level of Contribution:		Points Claimed (maximum of 10 or 20 points)	
7.2.	Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.			
8.	SUB-CONTRACTING			
8.1.	Will any portion of the contract be sub-contracted? Indicate YES / NO			
8.2.	If yes, indicate:			
	(i)	What percentage of the contract will be subcontracted?	%	
	(ii)	The name of the sub-contractor?		
	(iii)	The B-BBEE status level of the sub-contractor?		
	(iv)	Whether the sub-contractor is an EME? Indicate YES / NO		
9.	Designated Group: An EME or QSE which is at last 51% owned by:		EME √	QSE √
	Black people			
	Black people who are youth			
	Black people who are women			
	Black people with disabilities			
	Black people living in rural or underdeveloped areas or townships			
	Cooperative owned by black people			
	Black people who are military veterans			
	OR			
	Any EME			
Any QSE				
10.	DECLARATION WITH REGARD TO COMPANY/FIRM			

10.1	Name of firm		
10.2	VAT registration number		
10.3	Company registration number:		
10.4	Type Of Company/ Firm [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
		One person business/sole propriety	
		Close corporation	
		Ltd Company	
		(Pty) Limited	
10.5	Describe Principal Business Activities		
10.6	Company Classification [TICK APPLICABLE BOX]	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
10.7	Municipal Information		
	Municipality where business is situated :		
	Registered Account Number:		
	Stand Number:		
10.8	Total number of years the enterprise has been in business?		
11.	DECLARATION		
I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:			
(i)	The information furnished is true and correct;		
(ii)	The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.		
(iii)	In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;		
(iv)	<p>If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p> <ul style="list-style-type: none"> a) disqualify the person from the bidding process; b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution 		

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

12.	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
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MBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Valves and Actuators	70%
Polyvinyl Chloride (PVC) Pipes	100%
High Density Polyethylene (HDPE)	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	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).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
<p>I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.</p> <p>I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p>			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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: <ol style="list-style-type: none"> take all reasonable steps to prevent such abuse; 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 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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	T 35 of 2019/20
Description:	SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES FOR A PERIOD OF THREE YEARS IN THE GREATER KNYNSNA
in response to the invitation for the bid ISSUED by the Knysna Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That:	
<ol style="list-style-type: none"> I have read and I understand the contents of this Certificate; I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; 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; 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: <ol style="list-style-type: none"> has been requested to submit a bid in response to this bid invitation; could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the bidder and/or is in the same line of business as the bidder The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. 	

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³Joint 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.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

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

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center">Apply official stamp of authority on this page:</p>
---	--

Version 3.0

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"Fraudulent practice"	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.

"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.
2. Application	
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2.	Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.
4. Standards	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4.	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	
6.1.	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security	
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1.	bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
7.3.2.	a cashier's or certified cheque

7.4.	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	
8.1.	All pre-bidding testing will be for the account of the bidder.
8.2.	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3.	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5.	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6.	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7.	Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
8.8.	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
9. Packing	
9.1.	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.
10. Delivery	
10.1.	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
11. Insurance	
11.1.	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2.	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	

<p>14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty
<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment
<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices
<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Variation orders
<p>18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.</p>
19. Assignment
<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts
<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance
<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p>

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure
<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency
<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes
<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.</p>
28. Limitation of liability
<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language
<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law
<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
31. Notices
<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties
<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p> <p>32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.</p>
33. Transfer of contracts
<p>33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

KNYSNA MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER:	T 35 OF 2019/20
TENDER DESCRIPTION:	SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES FOR A PERIOD OF THREE YEARS IN THE GREATER KNYNSNA
1. SPECIFICATION DATA <ul style="list-style-type: none"> Approximately 60% of water meter installations will be in the low and medium income households. For the purpose of this tender, a certified technician/installer will be required in order to certify all meter installations. 	
<p>VOLUMETRIC (PLASTIC) 114mm Water Meter and 165mm Water Meter</p> <ul style="list-style-type: none"> Complete Water Management Device (WMD) coupled with pulse output water meter contained inside the box (Item 1 in the Bill of Quantities). The Water Management Device (WMD) when coupled to any standard pulse output water meter by means of a sensor cable must be part of a metering system. The Water Management Device (WMD) must be capable of communication with these devices by means of Radio Frequency range of not less than 50m from the below ground meter box assembly. The WMD must have a Certificate of Approval in terms of the following specifications: <ul style="list-style-type: none"> SANS 1529-9:2008 published by the National Regulator for Compulsory Specifications (NRCS) in terms of the Legal Metrology Act; Independent Communications Authority of South Africa (ICASA) regulations published in terms of the Telecommunications Act 104 of 1996. The WMD unit must operate without the requirement for mains power, therefore unit must be battery operated. Only devices that comply with the above requirements will be considered. Tenderers are to provide proof of certification with tender submission. <p>GENERAL REQUIREMENTS</p> <ul style="list-style-type: none"> The entire unit must be fitted in a surface level meter box. The meter box must be white (bottom component) and blue (the cover lid) allow for ease of replacement in-situ without the need to remove the meter box once installed. The device (keypad) should be able to synchronize to the meter at each replacement. The mechanical water meter attached to the water management device (WMD) must be metrological Class "C". The meter box (white and blue) must be fitted with a strainer (stainless steel) which must be easily accessible to maintain. The unit must be able to be interrogated in order to extract information (Battery life, Meter number, device number, set allocation, last configured by), reprogram and audited in-situ via a field service terminal (laptop or hand held terminal). 	

- The unit must be compatible with the existing National Regulator for Compulsory Specifications approved pulse output water meter in service within the Knysna Municipality with a security anti-tampering seal.
- The unit must be able to function correctly in both the horizontal and vertical positions.
- The unit must be compatible with a BLUETOOTH OR WIRELESS device.
- The supplier/manufacturer must be equipped to provide all the necessary training on the product/s and must be competent to give technical and field support to faulty devices. If the tenderer is not the meter manufacturer a letter from the manufacturer must be submitted with tender submission stating that the tenderer has undergone all the necessary training for the product. The letter must include that the manufacturer will supply any technical and field support that the tenderer may require.
- The unit (meter complete with electronic flow controller and meter box – white and blue) must be guaranteed for 24 months. Tenderers are to submit a specimen of the guarantee for their device with tender submission.
- Each meter to be supplied to the Municipality must be tested by a South African National Accreditation Systems (SANAS) Accredited Laboratory. Each batch of water management devices to be supplied must be accompanied with a Verification Report clearly indicating the Laboratory number of the Laboratory where testing was conducted, example LTF 0210.10.
- Should the meter fail to function according to the set specification outlined to this tender document, the cost incurred by the Knysna Municipality, will be passed on to the supplier.

VALVE BODY

- The valve body must be waterproof (equivalent to IP68 submerged, robust, chemical and UV resistant or UV stabilized as in many cases it will be fitted underground).
- It shall be a plastic grade glass filled nylon reinforced to a PN16 pressure rated. Any valves that do not conform to this requirement shall not be considered.
- The valve assembly must be highly clog resistant.
- During the evaluation process an IP 68 test as well as a PN16 pressure test will be conducted by the Knysna Municipality and units that do not comply with this requirement will be rejected and not considered further in the evaluation process.

COMMUNICATION FEATURE

- Meter information must be able to be recorded on the device for the purposes of electronic and wireless connection information updates. The valve settings must be able to be changed and be able to download and upload information from valve remotely through 2-way communication.
- Full 2-way communication with wireless access and must be able to be easily installed in large, fully automated network.

ANTI-TAMPERING FEATURE

- The valve should respond to tampering and must shut immediately (automatically) if the sensor or the seal is removed.
- A built in safety mechanism (anti-theft and anti-tampering) for all operating system is required.
- When the pulse cable has been destroyed or tampered with the device should go into a locked mode, valve should close immediately. Software must then be able to open the valve and setup for normal mode once it has been reported and recalibrated.
- This function is vitally important and should form part of all reporting mechanisms.

DISPLAY FUNCTION MMP

- The unit must have a display mechanism. The display must have the following: Display daily limit, consumption, battery life, error code and alarm tampering. Time-date, tampering date and leak detection alarm must be available for download.

BATTERY REQUIREMENTS

- Batteries supplied shall only be batteries that are used for water metering applications. A letter from the manufacturers guaranteeing that the battery used in the device can be used for water metering applications must be submitted.
- The battery must be in an enclosed design and shall have a minimum and maximum operating temperature range between minus 40 degrees and plus 85 degrees Celsius.
- The battery when it reaches the end of its life cycle must be able to be replaced in-situ or the unit removed and replaced in a factory environment and returned to the Municipality.
- The supplier shall provide a letter from the battery manufacturer stating that the battery has a operating lifespan of minimum 5 years under conditions whereby the device is required to open and shut at least once a day. Should the battery fail prematurely (anything below 5 years), the entire replacement cost thereof will be for the account of the tenderer.

HAND-HELD DEVICE (INCLUDING NORMAL CHARGER AND CAR CHARGER)

- Each WMD must be capable of communicating with a hand-held device via short range radio.
- The hand-held device functionality must not be limited based on the communication medium utilized, full hand-held device functionality must be supported via Radio Frequency.

It shall have the following capabilities:

- Associated software with various operator levels to manage field usage with confidence and have security restrictions for adjusting of WMD settings.
- Ability to easily configure a WMD to an administrator's predefined usage settings through a single operation.
- The software must accommodate all versions of WMD's without field technician intervention which is the software needs to evaluate and compensate for the nuances between different WMD versions.
- Ability to interrogate WMD's to upload; store information and detailed data for later download to database.
- Allow for both automated and manual meter reading.
- Run in-field diagnostic functions that fully qualify assess the WMD's functionality without the need for removing it from the installation.
- Provide a graphic representation of the user's consumption in hourly, daily and monthly resolution.
- All associated software should display full meter details and valve serial number. The meter will identified by the unique serial number.

HARDWARE SPECIFICATION - including normal charger and car charger

Specification of the Knysna Municipality of which the software must be compatible to following: (not an item on the pricing schedule).

- Single Sim Tablet
- 8.0"TFT (800x1280)
- Quad –core1.2 (Cortex-A7)
- 16GB Internal Memory
- Support MicroSD up to 64GB
- Rear MP3+1.3MP FF 1.2MP
- Android 4.4 (LOLLIPOP)

- Bluetooth4.0
- MicroUSB
- USB 2.0
- GPS+Glonass
- Battery 4450mAh
- Operating System
- Android

WALK-BY/DRIVE/FIXED NETWORK-BY EQUIPMENT

- These are the devices that are used to collect data from (Item 1) of this tender. As the names suggests, these are mobile devices that are carried by a meter reader or installed in a vehicle and is the basis of the AMR (Automatic Meter Reading) system. These devices can store several thousand meter readings at a time.
- The devices in its simplest application are targeted at closed communities that are responsible for their own revenue collection. In this implementation the data is collected by these devices and transferred via USB cable to the hand-held device (Item 3).
- The data is downloaded to the hand-held device and is presented in a spreadsheet format listing date and time-stamp, meter number, meter reading and various other control data.
- This can then be sorted by the meter number and compared to a previous recorded meter data file. The difference between the corresponding records is then automatically calculated and the appropriate amount billed.
- These devices can also be used to bring back data on a number of functional properties including leaks and tampering. In an alternate configuration the data can be downloaded on a time schedule via GSM to a Knysna Municipality central server. This alleviates the need to return to a centralized location to download the captured data.

SOFTWARE SPECIFICATION

The software must:

- Be able to configure daily opening time and duration of flow.
- Be able to control full-pressure (mains) or semi-pressure (tank) systems automatically.
- Be able to interrogate profile, testing and re-programming in the field using any hardware.
- Must have an option for Automatic Meter Readings by radio link.
- Must be able to be reprogrammed in the field or stores.
- Must be able to display, daily limitation between 10 litres to 10 000 litres.
- Must be able to detect individual customer leaks and tampering.
- Must be able to log hourly consumption.
- All software must be compatible to both Android and windows based operating systems, tenderers who do not comply with this requirement will be deemed non-responsive.
- Full details of the software operations for the devices offered must be submitted with the tender submission.

USER INTERFACE UNIT (BLUETOOTH OR WIRELESS) (ITEM 10)/BLUE TOOTH/WIRELESS

- The BLUETOOTH OR WIRELESS is located inside the consumer's house to display consumption without going to the WMD outside the house.
- Must be able to communicate wirelessly with the WMD by Radio Frequency over a distance of at least 50 m.

- Essentially it must be paired to only communicate with one WMD
- Battery operated with an in-use life cycle of at least 10 years
- LCD display
- The BLUETOOTH OR WIRELESS must display alarms in the event of the following:
- Water allocation running low
- Leak detected
- Status of valve, opened or closed

BLUETOOTH OR WIRELESS must display:

- Remaining water allocation on the WMD
- Total water usage to date
- Battery indicator
- Serial number of WMD

TRAINING AND SUPPORT

- A Knysna Municipality training venue will be made available for the purpose of providing training to staff on the equipment.
- The tenderer is to provide all training material as no photocopying facility will be made available at the training venue. The tenderer shall also provide its own overhead projector/proxima, laptop, flipcharts, flipchart stand & flipchart pens, dvd's and all other training aids.
- Once each trainee has successfully completed the training the service provider shall provide each trainee with a certificate of competence in the use of their product.
- The training must be such that each trainee must be able to train other users on a train-the-trainer concept.
- The tenderer shall also provide ad-hoc on-site training to Municipality staff in order to use their software and hardware tools and potential upgrades and configurations.
- The frequency of subsequent training shall be as and when required at the discretion of the Project Manager.
- The tenderer shall provide a 24/7 support contact number for any complaints directed through the Water and Sanitation's Technical Operations Centre as a result of any equipment supplied by the tenderer which had failed during the 18 month guarantee period. The tenderer shall ensure that this contact number is always operational and manned.
- Any costs as a result of these call outs shall be for the account of the tenderer whilst the equipment is still under guarantee.
- Should any cost, eg.: travelling, overtime of Municipality staff, be incurred by the Municipality where the Municipality has provided its own staff to respond to the call outs as a result of the tenderer not responding to the call outs shall be for the account of the tenderer.

SAMPLES

- Tenderers may be requested to submit samples of any item in the Pricing Schedule. Such samples must be delivered within 7 days from date of request .The cost of all samples including delivery will be for the tenderers account.
- Each sample must be labelled with the tenderers name, tender number, and a description of the item. Should samples not be submitted within the stipulated time, these tenderers will no longer be considered as responsive. The samples will remain the property of the Knysna Municipality.

DECLARATION BY TENDERER			
I / We certify that I / we comply with the aforementioned tender specification.			
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:			
	Postal Code:		
I / We furthermore confirm that I / we satisfied myself / ourselves that I/We comply with the stipulated tender specifications.			
NAME OF ENTERPRISE:			
NAME (PRINT):			
CAPACITY:		DATE:	
SIGNATURE		WITNESS 1	
2. SCOPE OF WORK AND DELIVERABLES			
DELIVERABLES INCLUDE: <ul style="list-style-type: none"> Supply, Delivery and Installation of Water Management Devices 			
3. APPLICABLE LAWS AND REGULATIONS			
3.1. Supply Chain Management (SCM) Regulations 3.2. Preferential Procurement Regulations, 2017 3.3. Knysna SCM Policy 3.4. MFMA 3.5. Legal Metrology Act 3.6. Telecommunications Act 104 of 1996. 3.7. Occupational Health and Safety Act, 1993.			
4. SPECIAL CONDITIONS OF TENDER			
Bidders must confirm on a company letterhead their capacity for the following: <ul style="list-style-type: none"> Sufficient human resources to execute project deliverables outlines in Section 2 above. Sufficient ICT capacity to execute project deliverables. Sufficient financial resources and cash flow to manage the project. Bank Rating to be included Note: Failure to provide this letter will result in the bid being deemed non-responsive.			

5. FUNCTIONALITY CRITEREA

Tenders will be considered as non-responsive for:

- Failing to complete the table below
- Failing to score a minimum of 80% will result in bids being considered as non-responsive
- **A score of less than 80% per criteria will result in IMMEDIATE DISQUALIFICATION.**
- Submission of all evidence for points claimed per criteria must be clearly marked in the bid document under the heading '**Functionality**'. **Failure to comply with this instruction will result in bids being deemed as non-responsive.**

NO.	CRITERIA	POINTS CLAIMED
1	VEHICLE (MAXIMUM OF 10 POINTS)	
1.1	One Light Delivery Vehicle = 2 points	
1.2	Two Light Delivery Vehicles = 2 points	
1.3	Water Truck (Minimum 9000L) = 2 points	
1.4	Pavement Cutter = 2 points	
1.5	Concrete Mixer = 2 points	
1.6	Total =10	
1.7	NB: Provide E-Natis generated proof of ownership for all motorised vehicles and plant For small tool & equipment provide proof of ownership (Proof of purchase) or fill in the attached template verified by a commissioner of oath NB: Failure to provide the aforementioned evidence will lead to points being forfeited.	
2	KEY PERSONNEL (MAXIMUM OF 20 POINTS)	
2.1	One (1) Contracts Manager with a National Diploma in Civil Engineering. Only post qualification experience as a Contracts Manager will be considered. (Maximum of 10 points)	
2.2	1 year post qualification experience = 2 points	
2.3	2 year post qualification experience = 4 points	
2.4	3 year post qualification experience = 6 points	
2.5	4 year post qualification experience = 8 points	
2.6	5 year post qualification experience = 10 points	
4	Two (2) Site Supervisors/Foremen each with a Red Seal Trade Certificate (certified certificates to be attached as proof) Only post qualification experience as a Site Supervisors/Foremen will be considered (Maximum of 10 points)	
4.1	Site Supervisors/Foremen No. 1	
4.2	1 year post qualification experience = 1 points	
4.3	2 year post qualification experience = 2 points	
4.4	3 year post qualification experience = 3 points	
4.5	4 year post qualification experience = 4 points	
4.6	5 year post qualification experience = 5 points	
5	Site Supervisors/Foremen No. 2	
5.1	1 year post qualification experience = 1 points	
5.2	2 year post qualification experience = 2 points	
5.3	3 year post qualification experience = 3 points	

5.4	4 year post qualification experience = 4 points	
5.5	5 year post qualification experience = 5 points	
	NB: Personnel CANNOT perform dual roles. Only certified copies of Qualification will be accepted. CV's of the key personnel must be attached	
6	Company's Experience: Installation of Water Management Devices (household/domestic pre-paid meters) A maximum of 20 points (1 project = 4 points)	
6.1	1 project = 4 points	
6.2	2 project = 8 points	
6.3	3 project = 12 points	
6.4	4 project = 16 points	
6.5	5 project = 20 points	
6.6	Bidders must submit completion certificate/references for supplying, delivering and installation of water management devices projects.	
	Grand Total 50	

NB: Tenderers must achieve a minimum functionality score of **40 out of 50 points (80%)** for functionality in order to be evaluated further.

5.1. DELIVERY INSTRUCTIONS

- Upon receiving an order from the Knysna Municipality, the service provider must provide the Municipality's representative with a delivery schedule.
- Upon receiving an order from the Knysna Municipality, the service provider will be expected to enter into a service level agreement (SLA) with the Knysna Municipality.
- Upon receiving an order from the Knysna Municipality, the contractor must deliver the services in line with the SLA over an 36 month period and within the programme close-out date of 30 June 2023.

5.2. PENALTIES

R1000.00 per day for late delivery.

R1000. 00 per day for late installation.

6. ESTIMATED QUANTITIES REQUIRED

Refer to the pricing schedule for required quantities.

7. MAINTENANCE & REPAIRS

N/A

8. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

Occupational Health and Safety Act, 1993.

9. RETENTION

All supplied goods must have a warranty of not less than 12 months.

10. QUALITY

Non-compliance with the agreed Conditions of the Contract, particularly commodity quality specifications could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

11. KEY PERFORMANCE INDICATORS

- Timeous delivery of the correct quantities as per order of items as stipulated in the specifications.
- Quality of product/deliverables as stipulated in the Specifications of this document.
- The Service Provider will be notified if the KPI's are not met.
- If the Service Provider cannot submit satisfactory reasons why the KPI's were not met, the Contract may be terminated.

12. PRICING REQUIREMENTS

Tender prices must be in South African Rand (R).

Bid prices must be inclusive of VAT.

All delivery costs must be included in the bid price.

Tenderers must furnish unit prices for the listed services only.

The tender must be valid for 90 (Ninety) days after the closing date. Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.

13. EVALUATION

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).

The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

14. PROJECT TIMEFRAMES

It is anticipated that the duration of this project will be **± 36 months**. Service providers will be required to submit a Work Plan as part of inception and to constantly review/update the Work Plan as the project commences. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes.

It is also important to note that those activities / tasks, which can run parallel in order for the project to be completed in the shortest possible time are done simultaneously.

15. DEFINITION OF TERMS

None

KNYSNA MUNICIPALITY	
PRICING SCHEDULE for GOODS	
Tender Number:	T 35 of 2019/20
Tender Description:	SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES FOR GREATER KNYSNA
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
hereby offer to Knysna Municipality to provide the goods as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Knysna Municipality and subject to the conditions of tender, for the amounts indicated hereunder:	

PRICING SCHEDULE TO FOLLOW:

MEB 011

	KNYSNA MUNICIPALITY				
	PRICING SCHEDULE FOR GOODS				
	Tender Number:		T35 of 2019/20		
	Tender Description:		SUPPLY, DELIVERY AND INSTALLATION OF WATER MANAGEMENT DEVICES		
	It is compulsory that the bidder utilise the tables below as part of the financial proposal to cost and confirm financial aspects. Contractor must price all items in order for his Tender to be Valid. Bidders to Note that this is a Rates Based Tender. Total tendered price is for evaluation purposes only, cost will be incurred in accordance with the tendered rates on as and when required basis.				
ITEM	DELIVERABLE DESCRIPTION:	PAYMENT	UNIT	TENDERED UNIT PRICE/COST BREAKDOWN	TOTAL
1.	WATER MANAGEMENT DEVICE				
1.1	Supply and Delivery of Water Management Device				
1.1.1	Labour gang rate (group of 6 people including foreman)		Per hour		
1.2	Pipe Work	SANS1200 LF			
1.2.1	Excavate for water pipe up to 1m in length and width, exceeding 500mm but not exceeding 1.5m in depth and backfill, compact and make good after repairing or replacing underground pipe.		m ³		
1.2.2	15mm, Class C, 114mm with Electronic Flow Controller and Meter Box		each		
1.2.3	20mm, Class C, 165mm with Electronic Flow Controller and Meter Box		each		
1.2.4	Installation of 15mm, Class C, 114mm with Electronic Flow Controller and Meter Box (Property must be reinstated as per original state including e.g. tar; paving; concrete etc.)		each		
1.2.5	Installation of 20mm, Class C, 114mm with Electronic Flow Controller and Meter Box (Property must be reinstated as per original state e.g. tar; paving; concrete etc.)		each		

1.3	Removal Of Meters				
1.3.1	Remove existing conventional meter and install new complete Water Management Device in box and connect to existing leading in the same position inclusive of setting the device. Conventional meters to be transported to Municipal Stores.		each		
1.3.2	Remove existing conventional meter and box complete situated on the property and re-instate pipework. Then cut into existing pipework in a position outside on the footway of the property and install new WDM inclusive of setting the device.		each		
1.3.3	Remove faulty/broken existing WDM device and replace with a new WDM device as and when required inclusive of setting the device.		each		
2	HEALTH AND SAFETY				
2.1	Contractor's obligations in respect of Health and Safety.	PS A1	day		
3	SOFTWARE				
3.1	Hand-Held Device –Tablet (See page 33) (Including charger and car charger)		each		
3.2	Walk-by Equipment (Including charger and car charger)		each		
3.3	Drive-by Equipment (Including charger and car charger)		each		
3.4	Supply of Software		1		
3.5	Software subscription fees		1		
3.6	Software Initial Licence Fees		1		
3.7	Software Annual Licence fees		per year		
3.8	User Interface Unit		each		
4	TRAINING				

4.1	Training once-off cost, (Including all disbursements, ie. Travel, accommodation, meals, etc.)		Per person		
4.2	Training ad-hoc (including all disbursements, ie travel, accomdation, etc.)		R per hour		
4.3	Support after 18 Months Guarantee Period		R per call out		
		Sub Total			
		Value-Added-Tax @ 15%			
		TOTAL TENDER AMOUNT			

Signature of Knysna Municipality Officials at Tender Opening	1.
	2.

DECLARATION BY TENDERER			
I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.			
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:			
		Postal Code:	
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.			
NAME OF ENTERPRISE:			
NAME (PRINT):			
CAPACITY:		DATE:	
SIGNATURE		WITNESS 1	
		WITNESS 2	

1. CONTRACT FORM - RENDERING OF SERVICES

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Knysna Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **35 of 2019/20** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM - RENDERING OF SERVICES
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3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number **T 35 of 2019/20** dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

4. ITEMNO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	5. BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

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WITNESSES

1.

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2.