BID NO: 39A&B/2018

TRIENNIAL TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR BREAKDOWN MAINTENANCE OF BOREHOLES, CIVIL WORKS, ELECTRICAL AND MECHANICAL EQUIPMENT FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES AND PUMP STATIONS FOR A PERIOD OF THREE (3) FINANCIAL YEARS (2018/19, 2019/20 & 2020/21)

CLOSING DATE: 2 AUGUST 2018 @11h00

NAME OF BIDDER: ____________________

BID PRICE: R_______________________

SUPPLIER NO._________________________
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ANNEXURE A

Tax clearance certificate application form

ANNEXURE B

General conditions of contract
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE CITY OF MBOMBELA

BID NUMBER: 39A&B/2018  CLOSING DATE: 2 August 2018  CLOSING TIME: 11:00

DESCRIPTION: TRIENNIAL TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR BREAKDOWN MAINTENANCE OF BOREHOLES, CIVIL WORKS, ELECTRICAL AND MECHANICAL EQUIPMENT FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES AND PUMP STATIONS FOR A PERIOD OF THREE (3) FINANCIAL YEARS (2018/19, 2019/20 & 2020/21)

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

1 Nel Street
Main Entrance
Mbombela
1200

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

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract

NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
……………………………………………………………………

POSTAL ADDRESS
……………………………………………………………………

STREET ADDRESS
……………………………………………………………………

TELEPHONE NUMBER
……………………………………………………………………

CELLPHONE NUMBER
……………………………………………………………………

FACSIMILE NUMBER
……………………………………………………………………

VAT REGISTRATION NUMBER
……………………………………………………………………

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER
……………………………………………………………………

DATE
……………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED
……………………………………………………………………

TOTAL BID PRICE.................................................. TOTAL NUMBER OF ITEM OFFERED..................

______________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: City of Mbombela

Department: Supply Chain Management Division

Contact Person: Christopher Nkambule

Tel: 013 759-2358

Fax: 086 606 4291

______________________________

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Lindani Ngcobo

Tel: 013 759 2306/9041
TRIENNIAL TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR BREAKDOWN MAINTENANCE OF BOREHOLES, CIVIL WORKS, ELECTRICAL AND MECHANICAL EQUIPMENT FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES AND PUMP STATIONS FOR A PERIOD OF THREE (3) FINANCIAL YEARS (2018/19, 2019/20 & 2020/21)

Bids are hereby invited from capable service providers for TRIENNIAL TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR BREAKDOWN MAINTENANCE OF BOREHOLES, CIVIL WORKS, ELECTRICAL AND MECHANICAL EQUIPMENT FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES AND PUMP STATIONS FOR A PERIOD OF THREE (3) FINANCIAL YEARS (2018/19, 2019/20 & 2020/21)

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 3 July 2018 on the link: www.e-tenders.gov.za free of charge.

Duly completed bid documents and supporting documents which are, ID COPIES OF BUSINESS OWNERS, TAX CLEARANCE CERTIFICATE AND SARS PIN, CERTIFIED COPY OF B-BBEE CERTIFICATE, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY, 4ME GRADING, CSD REGISTRATION SUMMARY REPORT and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: “BID NO.:39A&B/2018, TRIENNIAL TENDER FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR BREAKDOWN MAINTENANCE OF BOREHOLES, CIVIL WORKS, ELECTRICAL AND MECHANICAL EQUIPMENT FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES AND PUMP STATIONS FOR A PERIOD OF THREE (3) FINANCIAL YEARS (2018/19, 2019/20 & 2020/21), CLOSING DATE: 2 August 2018” with the name of the bidder shall be placed in the bid box at CITY OF MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

A compulsory briefing will be held at City of Mbombela Civic Centre Community Hall on the 11th of July 2018 at 9h00 am.

A preferential point system shall apply whereby this contract will be allocated to a bidder(s) in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

Procurement Enquiries : Christopher Nkambule (013) 759 2358
Technical Enquires : Lindani Ngcobo (013) 759 2306/9041
Employer : Acting Municipal Manager, Mr N Diamond
City of Mbombela
P. O. Box 45, Mbombela, 1200

VISIT OUR WEBSITE – www.mbombela.gov.za

NB: the results of this bid will be published on council’s website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.
SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

Tenders will be opened in public immediately after the advertised closing date. Submissions must be in a sealed envelope clearly endorsed as per instruction on page 5 of the tender document (advert).

2. TENDER DEPOSIT

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 3 July 2018 on the link: www.e-tenders.gov.za free of charge.

3. ADJUDICATION OF TENDER

3.1 The City of Mbombela will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

The tender will be adjudicated by the City of Mbombela in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the preferential procurement regulations, 2017, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution.

3.2 Very important notice on disqualifications:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

i. If a tax clearance certificate or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.

ii. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.

i. Failure to complete the schedule of quantities as required, i.e only lump sums provided.

ii. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.

iii. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.

iv. Non-attendance of mandatory/compulsory briefing session

v. The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”

vi. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.

vii. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract

viii. The bid has been submitted either in the wrong bid box or after the relevant closing date and time

ix. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

x. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

• Who is in the service of the state, or;
• If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
• Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

x.
xi. Failure to provide proof of CIDB registration of grading 4ME, or Higher
xii. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

xiii. Bid offers will be rejected if the bidder has abused the CoM’s Supply Chain Management System.
xiv. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

xv. Form of offer not completed and signed by the authorised signatory

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The following compulsory documentation must be attached in order for the bid to be considered:

- CSD Summary Report (failure to attach will lead to immediate elimination)
- Certified copy of B-BBEE Certificate (in order to claim points)
- Formal agreement in case of consortia/Joint Ventures (failure to attach will lead to immediate elimination)
- Proof of CIDB or higher grading (lower grading will lead to immediate elimination) for the relevant classes of work being tendered for

5. BRIEFING SESSION

A compulsory briefing will be held for this Tender on 11 July 2018.

6. TAXES AND DUTIES PAYABLE

Bidders shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender in page 4.

7. WITHDRAWAL OF TENDER

In the event of the successful tender failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be 90 days as stated in the tender form and be calculated from the closing date for submission of tenders.

9. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, they will be issued to Bidders in the form of Notices and will form part of the tender document.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.
10. CESSION OR ASSIGNMENT

The bidder shall not cede or assign a contract for the delivery of goods or the rendering of services or any part thereof or any benefit or interest therein or there under to third parties without the written consent of Council.

11. PRICE

i. Bid prices must be stated in South African currency.

ii. The Estimated Quantities in the Bill of Quantities are for evaluation purposes, the successful bidder will be appointed based on rates.

iii. The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. The successful bidder shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. The price adjustment phase will only be valid during the first month of each financial year. Should this opportunity be missed by the successful bidder, the Municipality will deem the previous financial year’s rates as valid for the duration of the following financial year and the successful bidder will under these circumstances be forced to accept these conditions as part of this contract commitments.

12. MARK-UP ON MATERIALS AND SPARE PARTS

A **maximum mark-up of 10%** on the supplied net original invoiced value of materials and spare parts shall be allowed by the council. This mark-up shall not include all profits, overheads, handling fees, guarantee, delivery to site etc. This figure is not fixed and tenders wishing to submit a more competitive mark-up may do so if they wish to improve their tender position.

13. RESOURCES AND DISTRIBUTION OF WORK

13.1 Resources

13.1.1 The resources (plant and equipment and key personnel) shall be dedicated to this contract only.

13.1.2 All applicable resources must be locally available within 30 days of acceptance of the appointment by the successful bidder. These include, but not limited to, admin offices, workshop, trucks, testing equipment, key personnel and red-line equipment spares.

13.2 Distribution of work

13.2.1 Where more than one tender is accepted, the work will be distributed amongst the successful tenderers at the discretion of the council. Successful tenderers shall therefore only be responsible for the region indicated on their letter of acceptance from the council, unless otherwise notified in writing.

13.2.2 All City of Mbombela regions have resident maintenance personnel, and it will be left to the discretion of the council when and what work covered by this contract, will be carried out by the successful tenderer/s.
14. TERMS OF REFERENCE

14.1 Payment for work completed

14.1.1 Payments will be made within 30 calendar days after submission of Tax invoice.
14.1.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:
   i) Description of work undertaken.
   ii) Number of hours worked supported by signed time sheets.
   iii) Suppliers invoice for materials used.
   iv) Distance travelled in km for every category vehicle over and above that for any work
      included for in this contract.
   v) Acceptance certificate signed by the representative of the council.

A successful bidder (s) will be expected to sign a visitor’s register each time a call out is
attended. In the event of the visitors register not being signed and completed, deductions on
a pro-rata basis from the monthly progress claims will be made.
14.1.3 Tenderers must clearly state the rates to be charged in the spaces provided and must
complete the price schedule.
14.1.4 The council reserves the right to add to or omit any plant to or from this contract.

14.2 Response time and work progress

The contractor shall at all times in the execution of his contract ensures that maintenance and repairs
of equipment is done in such a manner as to disrupt services to a minimum, and to adhere to the
council’s requirements and site instructions within the stipulated time spans allocated.

14.3 Standard of Maintenance and Repair Work

14.3.1 All maintenance and repair work will be executed in a workmanlike manner to the
satisfaction of the project manager.
14.3.2 The project manager reserves the right to execute such repairs and replacements with
his own staff or by any other means.
14.3.3 The contractor will supervise his own workmen, provide his own tools, and where
materials are used, this shall comply with the current SABS / SANS specifications, except
where otherwise requested by the project manager. The completed repair work and
maintenance shall comply with:
   a) The Occupation Health and Safety Act of 1993 as amended and the regulations
      pertaining to the said act and any SABS / SANS specifications for materials and
      installations, which may be applicable.
   b) The SABS code of practice for wiring of premises SANS 10142-1, as amended
   c) City of Mbombela, Regulations, By-laws, Rules and other legal instructions.

In the event of failure of the contractor to maintain and/or repair any installation to the
satisfaction of the project manager, the latter reserves the right to make any arrangements
necessary, or expedient in regard to the said maintenance and/or repairs to any installation
appearing in the schedule attached hereto and the contractor shall be liable to the council for
payment of any damage which the council may suffer as a result of the contractor’s default or
neglect.

14.4 Labour Rates

Labour rates asked for in the price schedule shall make provision for supervisors, operations and
helpers and shall include all insurance, supervision, holiday allowances, incentive bonuses, profit,
insurance and guarantee cost, overheads, etc.

Time sheets, signed by representative of the council, shall accompany all claims from the
contractor for payment.
14.5 Commencement of Work and Official Order

No work shall be commenced without the approval of project manager or the representative of the project manager. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.

14.6 Quality of Supervision

14.6.1 All supervision shall be carried out and facility be kept in such condition that the requirements of the occupational health and safety act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

14.6.2 Any damages which may occur as a result of poor supervision shall be to the account of the contractor. The contractor will also be held responsible for the safety of all persons working on site.

14.6.3 The contractor will be responsible and answerable for any legal proceeding resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities associated with the operation of the facility.

14.7 Accommodation and Storage

14.7.1 The contractor shall make all arrangements for accommodation of his workmen and for all the safe storage of his tools, material and vehicles on site. Ablution facilities only will be provided.

14.7.2 All plant and materials stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The contractor shall remain fully responsible for all such plant and materials.

14.8 Transport and subsistence rates

14.8.1 Transport rates shall include travelling time and no separated claims for travelling time will be entertained.

14.8.2 Subsistence shall not be priced or paid separately and shall be included for in the labour rates as per this specification.

14.8.3 All rates will be calculated from contractor's offices/workshop which should be within jurisdiction of City of Mbombela.

14.9 Labour Rates and Qualifications

14.9.1 Tenderers shall tender for an hourly labour rate for Key Personnel man-hours required to perform the work and the charge per man-hour shall be taken to cover all ancillary unskilled labour, use of workshop facilities, tools and all overhead and indirect expenses, subsistence and profit.

14.9.2 The council shall have the right to ask for the submittance of the qualifications of Key Personnel employed by the contractor in order to establish if the Key Personnel is duly qualified.

14.9.3 The contractor shall not make use of any learner artisan or learner technician labour unless under the supervision of a duly qualified Key Personnel.

14.10 Accounts

14.10.1 The following information shall be reflected on all invoices (refer also to clause 2.1):

   a) Name of institution with code number and region number.
   b) Project No.
   c) Total number of hours worked in and hourly rate.
   d) Detail description of plant serviced/repai red.
   e) Distance travelled in km.
   f) Daily summary of worked performed and hours booked, in detail.
   g) Detailed list of material used.
   h) Detailed list of extras claimed to which must be attached a copy of written instructions.
   i) Invoices/quotes from suppliers.
14.10.2 Upon satisfactory completion of the work the contractor shall submit his invoice in duplicate to the representative of the council at the specified delivery inspection.

14.11 **Training**

14.11.1 Tender/s shall indicate in the schedule of information whether they are prepared to assist the council during the contract period within (a) on-site training of pupil artisans, and (b) upon mutual agreement, specific training at the contractors workshop.

14.11.1 Should such training be called for the details shall be negotiated with the contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

14.12 **Lubricants and Cleaning Materials**

All cleaning materials and lubricants will form part of this contract and will be supplied by the contractor at his expense.

14.13 **Tools and Workmanship**

The contractor must provide all the tools required for the proper execution of the work at his own expenses. He will be responsible for all tools and equipment which is required by the inspector of machinery when inspections are carried out.

14.14 **Reporting**

It is required of the contractor to report to the representative of the project manager on site before commencing with any work to ensure proper liaison and supervision of all work carried out.

The contractor will also be responsible for conducting routine inspections and perform scheduled maintenance on equipment in accordance with the manufactures operations and maintenance manuals and compile monthly maintenance reports of all pump stations within all regions for reporting to the project manager on an Ad-hoc basis. Such Ad-hoc reports must be submitted on or before the seventh (7th) of every month for the duration of the contract.

14.15 **Faulty Workmanship**

All labour and transport costs, including those in connection with the breakdowns due to negligent and/or inadequate servicing on the part of the contractor, or faulty and defective equipment and materials etc. supplied by the contractor shall be for the expense of the contractor.

14.16 **Functioning**

The contractor shall not charge or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the project manager.

14.17 **Trained staff**

14.17.1 Servicing and repair work shall at all times be done by fully trained staff, and under no circumstance may untrained workers be left on site to do any minor work without proper supervision of trained staff.

14.17.2 The contractor shall use competent trained staff directly employed and supervised by him and shall take all responsible care to repair and maintain the installations. The council reserves the right to inspect the tender's premises for plant, equipment and general good management before tenders are awarded.

**NOTE:**

All Key Personnel certificate of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this council. A statement of experience gained and on what type of equipment shall be submitted with the tender for each Key Personnel employed. By not complying with this clause, the tender may not be taken in consideration and may lead to disqualification.
14.18 Site visit

14.18.1 It is essential that tenderers visit the sites, so as to acquaint themselves with the prevailing conditions and to check on the units to be serviced.
14.18.2 Inspection of the plants for the purpose of tendering is to be arranged with the Project Manager: Department of Water and Sanitation, Mbombela.
14.18.3 No claims stemming from the non-compliance with this requirement will be entertained.

14.19 Operation

All pumping stations, treatment facilities, are generally in operation 24 hours per day, 7 days a week. Boreholes on the other hand are in operation for specific hours, usually 8 hours per day, and are set according to their sustainable yield and recovery time.

14.20 Safety

14.20.1 It will be the responsibility of the contractor to keep the installations safe and in good working order, and all plant rooms must be kept clean and tidy at all times. All work on plant shall conform to the requirements of the Occupational Health and Safety Act, 1993, as amended.
14.20.2 The safety rules and regulations shall be adhered to as stipulated in the OHS Act 1993. The appointed Contractor(s) take full ownership and responsibility for all your employees’ safety on site and clear the Employer from these responsibilities, this include subcontractors.
14.20.3 A safety file shall be submitted to CoM within fourteen days of acceptance of appointment, this file shall be kept to date for the duration of the contract and shall be available on request.

14.21 Corrosion

The contractor will be responsible to prevent corrosion on all components of the serviced equipment. Equipment colours or combinations of colours applied to the equipment shall be to the standard laid down by the project manager which are available on request and will generally be the same as the original coat of paint.

14.22 Log Book

It will be the contractor’s responsibility to enter into the log book (which will be supplied by the department) all work carried out on any equipment or part thereof whether it be regular servicing, repairs, breakdowns or even routine inspection of the plant.

14.23 Guarantee and Insurances

14.23.1 The contractor shall guarantee all repair work done for a period of six months against poor workmanship.
14.23.2 A contractor’s liability insurance, insurance of works and Third-party insurance shall be submitted to CoM within fourteen days of acceptance of appointment, this insurance documents shall be kept to date for the duration of the contract and shall be available on request.

14.24 After Hours Call Outs

The contractor shall be required to be available after hours every day for the duration of the contract to attend immediately to any emergency call outs for equipment breakdowns or major pipe breakages at purification works, water and sewer pump stations and on the bulk distribution pipelines.
14.25 Qualified staff

The contractor shall have qualified staff on site at all times when servicing and repair work is carried out on any equipment.

14.26 Materials and Spare Parts

The council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council.

14.27 Consumables

14.27.1 All consumables required for the maintenance and servicing of the works shall be supplied by the contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the department’s tools, equipment or materials to be utilized.

14.27.2 Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the tenderer to ensure that the quantities and technical information on which his tender is based are correct.

14.28 Security

The Service Provider is responsible to ensure safety of material provided for use under this contract prior to installation. Council will not be responsible for any losses.

15. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into with the successful bidder before any work/task may be executed.

16. NON-COMPLIANCE AND PENALTIES

16.1 Failure to comply with any of the aforementioned clauses may invalidate the tender or cause cancellation of the contract.

16.2 CoM Reserve the Right to the following;

16.2.1 To implement penalties for poor quality of work,
16.2.2 To implement penalties for late delivery of work,
16.2.3 To terminate the contract if the response time by the contractor is more than that described on the incident management protocol of the Department,
16.2.4 To add additional items to the BoQ or to remove as required,
16.2.5 All rates are fixed & firm and all quantities are re-measurable.
SCOPE OF WORK AND SPECIFICATIONS

1. PROJECT OBJECTIVE

The purpose of the project is to appoint a service provider or service providers to do breakdown maintenance and repair work on a call-out basis to mechanical and electrical equipment at Water and Wastewater Treatment Plants, Pump Stations, Boreholes and on water and sewer networks within the City of Mbombela’s area of jurisdiction. This call-out shall be within one hour of notification that shall be by a duly delegated council official, to issue such notification, to render a service when the council capacity and resources are limited.

The objective of this contract is that the appointed service provider or service providers shall avail all the necessary personnel, equipment and transport on a 24/7 call out basis. The Service Provider shall be subjected to an after hour call out allowance to attend to emergency call outs after hours at such standby rates shall be agreed to by both parties.

2. AREAS

The project will cover the City of Mbombela – Central Region (Elandshoek and farm areas), Eastern Region (White River, Kabokweni and the surrounding areas), Northern Region (Hazyview and Nsinkazi North areas) and Southern Region (Former uMjindi area).

3. SCOPE OF WORK

The service provider will be expected to demonstrate understanding of the work through a systematic assessment methodology, detailed task breakdown and sound safety management practices. The minimum scope of work is guided by, but not limited to, the following:

1. Bulk Water Distribution Pipelines exceeding 160mm diameter pipelines and structures such as valve chambers, break pressure tanks and fittings.
2. Outfall Sewer Pipelines exceeding 110mm diameter and upwards that includes manhole chambers, siphons and bridge structures on which they rest on over river/stream crossings.
3. Water reticulation network including fittings;
4. Sewer reticulation network including blockages;
5. Maintenance of boreholes;
6. Reservoir structures including fittings such as ball valves
7. LV (400 V) Network including minis substations, distribution kiosks, connection, streetlights, cables that forms the complete council infrastructure with reference to the following;

a. PUMPING STATIONS AND TREATMENT WORKS

   Electrical Cables
   i. All applicable tests on fault finding
   ii. Fault location
   iii. Cable fault identification
   iv. Cable route tracing
   v. Cable jointing and terminations
   vi. Labelling;
   vii. Rewiring of control panels and boxes and programming;
   viii. Repair/replacement of soft starter or start/delta whichever is applicable;
   ix. Repair/replacement of damaged control panels or boxes including programming;

   Mechanical Equipment

   i. Isolation of pumps for repairs;
   ii. Repairs to faulty/damaged dosing equipment valve fittings;
   iii. Repairs to damaged/worn out filter nozzles
iv. Carrying out repairs to electrical drive motors for various pump sizes;
v. Mechanical/electrical chain hoists and fittings;
vii. Rotork Valves and actuators;
v. Aerators, gearboxes, mixers,
viii. Desludging valves

b. CIVIL WORKS AND STRUCTURES
   i. Replace/repair water and sewer pipelines
   ii. Installation of fittings
   iii. Pressure pipeline testing;
   iv. Smoke test for sewer reticulation or similar
   v. As built pipeline surveys
   vi. Valve chambers installation
   vii. Sewer manhole installation
   viii. Structural repairs to pump stations, reservoirs etc

c. GENERAL

   • Servitude / wayleave management (vegetation)
   • Provision of spares (red line equipment)
## SECTION A

### MECHANICAL AND INSTRUMENTATION

<table>
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<tr>
<th>No</th>
<th>A</th>
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<td>10%</td>
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<td>R 5500,00</td>
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## SECTION B

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<td>Civil Technician</td>
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<td>32</td>
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<td>Depth between 1.5m-3m</td>
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<td>1.9</td>
<td>Depth more than 4.5 m</td>
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<td>Backfilling</td>
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<td>Import of selected granular selected fill material (G3-G7)</td>
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<td>Transport (1 Ton LDV)</td>
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<td>R</td>
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<td>1.13</td>
<td>Transport (Truck with crane)</td>
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<td>R</td>
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**Sub Total**
### Boreholes Services

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<td>Drilling (150mm – 160mm)</td>
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<td>1000</td>
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<td>Sustainability Tests (Yield, constant discharge, recovery)</td>
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<td>R</td>
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<td>2.5</td>
<td>Supply of 3.5m tank stand for 10kL Jojo Tank</td>
<td>Each</td>
<td>10</td>
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<td>R</td>
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<td>2.6</td>
<td>Supply of 3.5m tank stand for 5kL Jojo Tank</td>
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<td>10</td>
<td>R</td>
<td>R</td>
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<td>2.7</td>
<td>Supply of 10kL JoJo Tank</td>
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<td>R</td>
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<td>2.8</td>
<td>Supply of 5kL JoJo Tank</td>
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<td>5.6kW</td>
<td>Each</td>
<td>10</td>
<td>R</td>
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</tbody>
</table>

### Summary Table

a. The pricing shall be to the attached Bill of Quantities (BoQ).

b. The Estimated Quantities are for evaluation purposes only.

c. The appointment of Service Providers (s) shall be based on rates which will be negotiated with the successful bidders before entering into a Service Level Agreement with Council.

d. The pricing shall include all material and labour to complete a task.
e. Items marked with the an asterisk* are for evaluation purposes only.
f. Any items not included in the BoQ shall be on a quotation bases approved by the Client or in a case of emergency shall be the original invoice with a 10% mark up.

g. No equipment (tools) from Council are available, all shall be supplied by the contractor.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Section A Total</td>
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<td>2</td>
<td>Section B Total</td>
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<td>3</td>
<td>Sub Total</td>
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</tr>
<tr>
<td>4</td>
<td>15% VAT</td>
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<td><strong>TOTAL</strong></td>
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COMPETANCE ACHIEVEMENT SCHEDULES

Step 1

Bidders will firstly be evaluated on their responsiveness as per item No.3 “Adjudication of Tender” in the Special Conditions section.

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.
Step 2

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is 70%, 70 points out of 100. The following is the criteria that the Bidders will be evaluated for Functionality:

### Table 1: Experience of Firm/s

<table>
<thead>
<tr>
<th>Evaluatio n Criteria</th>
<th>Minimum Required</th>
<th>Eliminatio n Factor</th>
<th>Points obtaienable</th>
<th>Points Claimed</th>
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</thead>
<tbody>
<tr>
<td>Maintenance work Appointment Letter/ Task Orders and Completion Certificates / Hand-Over Certificates / Reference Letter for work completed by your firm (Not older than five years).</td>
<td></td>
<td>Yes</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>The following information must be contained in the attachment: (i) Description, (ii) Value, (iii) Client contact details, (iv) Start and Completion Dates. Clients may be contacted directly as references. <strong>5 Points will be allocated for every valid Appointment Letter attached up to a maximum of twenty points.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completed Similar Maintenance Work Task orders summed (added) to the value of R 1 mil (Including Vat) and above within the past 5 Years. 20 points to be allocated only when the value of orders amounts to R1m or above. 10 points to be allocated when the value of the orders to be allocated amounts to less than R1m.</td>
<td></td>
<td>Yes</td>
<td>20</td>
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<td>The following must also be met for full points allocation:</td>
<td></td>
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<tr>
<td>• Summarized table of completed Task Orders must be attached. (See Template in Note 3)</td>
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</tr>
<tr>
<td>• The table must indicate the following information Description of work, Date, Client name, Amount per task order &amp; Total amount, all vat inclusive.</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>40</strong></td>
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</table>
Table 2: Plant and Equipment  
(Maximum Points obtainable 20)

Note: Proof (Copy of eNatis Registration Certificate for specified transport) must be provided that equipment is owned by your company (100% point) or Leased (50% point). A special condition is that on appointment, it will be required that it must be proven that all the necessary technical equipment are available. The resources (plant and equipment) shall be dedicated to this contract only (All Regions).

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Minimum Required</th>
<th>Elimination Factor</th>
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<th>Points Claimed</th>
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<td>1 x Load &amp; Transport Truck (max 08 Ton) with, equip to draw.</td>
<td>Yes</td>
<td>3</td>
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<td>Reg. No.: .............................................</td>
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</tr>
<tr>
<td></td>
<td>1 x Combination Unit (max 10 Ton) with, jetting unit to flush/clear blocked sewer lines.</td>
<td>Yes</td>
<td>3</td>
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<td>Reg. No.: .............................................</td>
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<tr>
<td></td>
<td>4 x 1 Ton LDV (Bakkies) one point per valid vehicle</td>
<td>Yes</td>
<td>1</td>
<td>1</td>
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<td></td>
<td>Reg. No.: .............................................</td>
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<td>Reg. No.: .............................................</td>
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<td>Reg. No.: .............................................</td>
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<tr>
<td></td>
<td>Reg. No.: .............................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workshop</td>
<td>Proof of proper Workshop Facility preferably within City of Mbombela Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes Clearance from Relevant Local Authority, (ii) Aerial Colour photo of the workshop</td>
<td>Yes</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Workshop in Central Region (Nelspruit &amp; Surrounding areas) OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Workshop in Southern Region (Barberton and Surrounding areas) OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Workshop in Eastern &amp; Northern Region (White River, Hazyview and Surrounding areas) OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Letter of intent to establish workshop within City of Mbombela in 90 days from date of appointment. OR</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>e) Letter of intent to outsource workshop within City of Mbombela from date of appointment</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

Total 20
### Table 3: Financial References & Method Statement

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Criteria</th>
<th>Elimination Factor</th>
<th>Points obtainable</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Financial References and Method Statements</td>
<td>Bank rating of “B” or better with proof (stamped bank letter, not older than 3 Months).</td>
<td>No</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>No</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bank rating of “C” or better with proof (stamped bank letter, not older than 3 Months).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Audited Financial Statements (Not older than 2 Financial Years).</td>
<td>No</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Proof of valid Public Liability and Insurance of works and Third party insurance.</td>
<td>No</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Letter of intent for Guarantee.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

### Table 4: Key Personnel

The resources (key personnel) shall be dedicated to this contract only (All Regions)

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Minimum Required</th>
<th>Elimination Factor</th>
<th>Points obtainable</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: …………………………………………………………………ECSA</td>
<td>Academic Qualifications (Note 1 &amp; 2) BTech / BEng / BSc or above in Mechanical/Civil Engineering Plus Professional Engineer / Technologist (ECSA)</td>
<td>No</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Years of experience after qualification A maximum three-page CV summarizing employment History and relevant work experience. (Minimum of 5 years mechanical work experience).</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub Total</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2. Project Manager / Site Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ………………………………………………………………………………………………………………………………..</td>
<td>Academic Qualifications (Note 1) Project Management Qualification Plus minimum of National Diploma in Mechanical/Electrical Engineering. Failure to provide both will result in zero points.</td>
<td>No</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Years of experience after qualification A maximum three page CV summarizing employment History and relevant work experience. (Minimum of 3 years Project Management work experience in Mechanical/Electrical environment)</td>
<td>No</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub Total</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3. Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ………………………………………………………………………………………………………………………………..</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: …………………………………………………………………….</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Qualifications (Note 1 &amp; 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N6 with Trade / National Diploma or above in Civil Engineering</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N6 with Trade / National Diploma or above in Mechanical Engineering</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Years of experience after qualification</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A maximum three page CV summarizing employment History and relevant work experience. (Minimum of 3 years mechanical work experience on pumps maintenance or similar)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Artisans

| Name: ……………………………………………………………………. |  |
| Academic Qualifications (Note 1) |  |
| Qualified Fitter and Turner with Trade Test and minimum of N3 Certificate in Mechanical Engineering. | 1 |
| Qualified Electrician with Trade Test and minimum of N3 Certificate in Electrical Engineering or Instrumentation | 1 |
| Qualified Plumber with Trade Test and minimum of N3 Certificate in Civil Engineering or Building Science. | No |
| Years of experience after qualification | 1 |
| A maximum three page CV summarizing employment History and relevant work experience. (Minimum of 3 years) | 3 |
| Sub Total | 6 |

Total 20
Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies of the original must be attached to the Key Personnel's CV. Qualifications shall be from any South African University or equivalent qualifications from a recognized Foreign University or Institution. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. Failure to provide this will result in zero points.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Key Personnel's CV. Failure to provide this result in Zero points.

Note 3: Template for Summarized Table of completed Task / Work Orders

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of work</th>
<th>Task Number / Order Number / Reference Letter</th>
<th>Date of order</th>
<th>Client Name</th>
<th>Client Contact Person Name</th>
<th>Client Contact Person Tel</th>
<th>Amount (Incl. Vat) R</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

NOTICE TO TENDERERS: Service providers are required to score a minimum total point of 70% (70 Points out of 100) on functionality only, in order to be considered for further evaluation. Failure to score the minimum specified percentage for functionality will render the bid to be non-responsive.

### Step 3

**SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM**

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum points to be allocated</th>
<th>Points claimed by tenderer</th>
<th>Allocated points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price (80 points)</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-BBEE status (20 points)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-BBEE status level of contributor</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub total</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCES THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder………………………………………………… Bid number: 39A&B/2018
Closing Time 11:00 on 2 August 2018

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENTLY (INCLUDING VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

- Required by
- At:
- Brand and model
- Country of origin
- Does the offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery *Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding the bidding procedure may be directed to:

General information – Christopher Nkambule or Technical information – Lindani Ngcobo
P.O Box 45
P.O Box 45
Mbombela
Mbombela
1200
1200
Tel: 013 759 2358
Tel: 013 759 2306
DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: …………………………………………………………

3.3 Position occupied in the Company (director, trustee, shareholder²): …

3.4 Company Registration Number: ………………………………………

3.5 Tax Reference Number: ………………………………………………………

3.6 VAT Registration Number: …………………………………………………

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

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

3.8.1 If yes, furnish particulars………………………………………………………

¹MSCM Regulations: “in the service of the state” means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish particulars……………………………………………………

3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid?..............................YES / NO

3.10.1 If yes, furnish particulars.

........................................................................................................

.................................................................................................

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

3.11.1 If yes, furnish particulars

........................................................................................................

.................................................................................................

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

3.12.1 If yes, furnish particulars.

........................................................................................................

.................................................................................................

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

3.13.1 If yes, furnish particulars.

........................................................................................................

.................................................................................................

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

3.14.1 If yes, furnish particulars:

........................................................................................................

.................................................................................................

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

…………………………………
……………………………………..

Signature
Date

…………………………………
……………………………………..

Capacity
Name of Bidder
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution


1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.
1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS
(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
(b) “B-BBEE” means broad-based black economic empowerment as defined in
section 1 of the Broad-Based Black Economic Empowerment Act;

(c) “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

(f) “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(i) “EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) “non-firm prices” means all prices other than “firm” prices;

(m) “person” includes a juristic person;

(n) “QSE” means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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

(s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

\( Ps \) = Points scored for comparative price of bid under consideration
\( Pt \) = Comparative price of bid under consideration
\( P_{\text{min}} \) = Comparative price of lowest acceptable bid
5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

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

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES NO

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted........................% 

ii) The name of the sub-contractor................................................................

iii) The B-BBEE status level of the sub-contractor...........................................

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:..............................................................................

9.2 VAT registration number:...........................................................................

9.3 Company registration number:.................................................................

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

9.6 COMPANY CLASSIFICATION

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

[Tick Applicable Box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: .................................................................

Registered Account Number: ..............................................

Stand Number: ..............................................................................

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. .............................................

2. .............................................

SIGNATURE(S) OF BIDDERS(S)

DATE: .............................................

ADDRESS .............................................

.............................................

.............................................

.............................................

.............................................

.............................................
2.2 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
   b. been convicted for fraud or corruption during the past five years;
   c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <em>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</em></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2</td>
<td>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)? <em>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</em></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

4.4.1 If so, furnish particulars:
4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
--- | --- | --- | --- |
4.7.1 | If so, furnish particulars: |  |  |

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………………………..

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</table>

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

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

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

I, the undersigned, in submitting the accompanying bid:

______________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

______________________________________________________________
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Signature ..............................................  Date ..............................................

Position ..............................................  Name of Bidder ..............................................
1. COMPANIES AND CLOSE CORPORATIONS

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

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

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

<table>
<thead>
<tr>
<th>Date Resolution was taken</th>
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<tbody>
<tr>
<td>Resolution signed by (name and surname)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Name and surname of delegated Authorized Signatory</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Specimen Signature</td>
<td></td>
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</tbody>
</table>

Full name and surname of ALL Director(s) / Member(s)

Is a CERTIFIED COPY of the resolution attached? | YES | NO

SIGNED ON BEHALF OF COMPANY / CC: DATE:

PRINT NAME:

WITNESS 1: WITNESS 2:
2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _________________________________, the undersigned, hereby confirm

that I am the sole owner of the business trading as ________________

3. PARTNERSHIP

We, the undersigned partners in the business trading as ________________

hereby authorize Mr/Ms ______________________ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the abovementioned partnership.

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

<table>
<thead>
<tr>
<th>Full name of partner</th>
<th>Signature</th>
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<tbody>
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SIGNED ON BEHALF OF PARTNERSHIP: ____________________________

DATE: ________________

PRINT NAME: ____________________________

WITNESS 1: ____________________________

WITNESS 2: ____________________________
**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ___________ ___________ ___________ authorized signatory of the Company/Close Corporation/Partnership (name) ___________ ___________ ___________, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>1. Name of firm</th>
<th>Address</th>
<th>Tel. No.</th>
<th>Signature</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Lead partner)</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of firm</th>
<th>Address</th>
<th>Tel. No.</th>
<th>Signature</th>
<th>Designation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. Name of firm</th>
<th>Address</th>
<th>Tel. No.</th>
<th>Signature</th>
<th>Designation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. Name of firm</th>
<th>Address</th>
<th>Tel. No.</th>
<th>Signature</th>
<th>Designation</th>
</tr>
</thead>
</table>

**NOTE:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.
# Supply Chain Policy Using 80/20 Preference Point System

<table>
<thead>
<tr>
<th></th>
<th>Maximum Points to Be Allocated</th>
<th>Points Claimed by Bidder</th>
<th>Allocated Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price and Competence Goals (80 Points)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equity Promotion Goals (20 Points)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-BBEE Status Level of Contribution</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
<td></td>
<td></td>
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