

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: FIN015 OF 2024

STORE STOCK: SUPPLY AND DELIVERY OF WATER RETICULATION PRODUCTS AS AND WHEN REQUIRED, FROM THE DATE OF APPOINTMENT UNTIL 30 JUNE 2027

ENQUIRIES: MR SA MABUTO / MR I OLCKERS YORK STREET GEORGE 044 801 9111 #1124 / 044 801 9306	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530
SUMMARY FOR TENDER OPENING PURPOSES	
NAME OF BIDDER:	
SUPPLIER DATABASE NO.: MAAA	
TOTAL FOR RATES (INCLUDING VAT)	VARIOUS RATES
PREFERENCES CLAIMED FOR:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed:	/ 10
Specific Goals Claimed (Locality Points)	/ 10
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES	
TENDER CLOSES AT 12H00 MONDAY, 08 JULY 2024	

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BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: FIN015/2024

Tenders are hereby invited for **Store Stock: Supply and Delivery of Water Reticulation Products as and when required, from date of appointment until 30 June 2027.**

Tenders word hiermee ingewag vir **Stoor voorraad: Voorsiening en Aflewering van Water Retikulasie Produkte, soos en wanneer benodig, vanaf datum van aanstelling tot 30 Junie 2027.**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseelde koevert, duidelik gemerk:

Tender No. FIN015/2024 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Monday, 08 July 2024**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender Nr. FIN015/2024 moet voor **Maandag, 08 Julie 2024** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender documents are available at a non refundable deposit of R267.95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender dokumente is verkrygbaar teen 'n R267.95 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders will be evaluated and awarded as follows:

Tenders sal as volg ge-evalueer en toegeken word:

Stage 1: Price, B-BEE Status and Specific Goals

Fase 1: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

For more information, contact Mr SA Mabuto at (044) 801 9111 #1124 or Mr I Olckers at (044) 801 9306.

Vir verdere inligting, kontak Mnr SA Mabuto by (044) 801 9111 #1124 of Mnr I Olckers by (044) 801 9306.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

DR M GRATZ
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR STORE STOCK: SUPPLY AND DELIVERY OF WATER RETICULATION PRODUCTS AS AND WHEN REQUIRED, FROM THE DATE OF APPOINTMENT UNTIL 30 JUNE 2027

BID NUMBER: FIN015/2024

CLOSING DATE: 08 JULY 2024

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

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 open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they 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.

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. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ **NAME OF TENDERER** _____

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

- The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: FIN015/2024
 TENDER FOR STORE STOCK: SUPPLY AND DELIVERY OF WATER
 RETICULATION PRODUCTS AS AND WHEN REQUIRED, FROM THE DATE OF
 APPOINTMENT UNTIL 30 JUNE 2027**

- Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: FIN015/ 2024
TENDER FOR STORE STOCK: SUPPLY AND DELIVERY OF WATER
RETICULATION PRODUCTS AS AND WHEN REQUIRED, FROM THE DATE OF
APPOINTMENT UNTIL 30 JUNE 2027**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

TENDER SPECIFICATIONS & PRICING SCHEDULE

TENDER PRICES AND IMPORTANT INFORMATION

1. All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
2. Prices should remain firm for the first six (6) months, from appointment date of the tender. Should the successful Tenderer wish to alter any tender price after the six (6) month period, the Municipality reserve the right to:
 - a. Accept the amended price; or
 - b. Call for new tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
 - c. Tenderers shall state the time of delivery in days or weeks from date of the official order by the Municipality and all tendered prices are to include VAT and include cost of delivery to the Municipal stores in Mitchell Street, George or such other address as may be indicated by the George Municipality.
3. All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.
4. ALL PRICES TENDERED SHALL BE **VAT INCLUDED**.
5. Copies of all relevant registrations / permits / grading reports **MUST** be attached to this tender document. If this documentation is not attached, your tender will not be considered for evaluation.
6. NO ADDITIONAL COSTS shall be charged for “part loads”.
7. TENDERERS WHO ARE NOT THE DIRECT SUPPLIER OF THE PRODUCTS OR MATERIALS **MUST ATTACH A WRITTEN AGREEMENT FROM THEIR SUPPLIER.** THIS AGREEMENT MUST CONFIRM AN AGREEMENT BETWEEN THEM, TO DELIVER THE PRODUCTS / MATERIALS on time, as indicated in the delivery period for each item. If the written agreement is not attached to your tender document, your tender will not be considered for evaluation.
8. Second bidders will be recommended for all the items in this tender. If a successful bidder does not deliver ALL the required item/s for an order within the indicated delivery period, the successful bidder’s order (for all items) will be cancelled immediately and the municipality will make use of the second recommended bidder. If the above situation occurs more than once, the contract with the successful bidder will be cancelled immediately.
9. Orders for the abovementioned items will be placed **as and when required** during the tender period. Tender documents are obtainable from the Directorate: Finance, Supply Chain Management Unit, 1st Floor, Civic Centre, George, telephone (044) 801 9134 / 9708 or on the George Municipality’s webpage: www.george.gov.za

Signed	Date	Name	Capacity in Firm

WATER-METERS

Name of tendering firm:

PLASTIC METER COMPLETE WITH ONE STOPCOCK IN A PLASTIC METER BOX WITH LOCKING DEVICE:

Specifications:

WATER-METERS shall be of robust construction with all components of corrosion resistant materials with sealed direct reading index. Accuracy shall conform to the requirements of the relevant SANS standard for water-meters. Full descriptive literature with priced spares lists should be submitted with this tender. Water-meters used in this application must comply with the SANS 1529 – 1 and must be approved in terms of Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations. All water-meters offered must be tested and sealed by an authorised official in a SANAS (SANS 10378:2005) accredited laboratory, situated within the borders of the Republic of South Africa.

Water meters shall be: Piston Type; Class C Volumetric Water-meter; 16 Bar Working Pressure; Non-rising Spindle; Non-return Valve; Pulse Output.

Tenderers should indicate the type of meter being offered.

Tenderers shall, if so requested and free of charge, submit samples of water-meters for approval.

Numbers 1 to 10 below for **PLASTIC METER COMPLETE WITH ONE STOPCOCK IN A PLASTIC METER BOX WITH LOCKING DEVICE** will be awarded to one tenderer. Tenderers **MUST** tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per one unit (VAT Included)
PLASTIC METER COMPLETE WITH ONE STOPCOCK IN A PLASTIC METER BOX WITH LOCKING DEVICE		
1	15mm Single meter in box	R

2	20mm Single meter in box	R
3	25mm Single meter in box	R
4	15mm Single meter without box	R
5	20mm Single meter without box	R
6	25mm Single meter without box	R
7	<p>Above ground water meterbox only</p> <p>The meter box shall be a closed, UV resistant plastic wall mountable unit. The meter box shall contain a 15mm plastic bodied Class C volumetric water-meter complete with pulse output facility and non-return valve, pre-piped with fusion welded fittings and a three-way tricleflow ballcock upstream of the meter. The external connections shall be 20mm female, brass BSP threaded.</p>	R
8	<p>Smart ultrasonic water meters with integrated Sigfox communication which enable remote reading of meter count and any information codes in the meters with a lockable restrictor valve in polymer boxes</p> <p>Meter accuracy shall conform to the stated design standard SANS1529-9:2008</p> <p>NOTE:</p> <p>All smart water meters must be tested and scaled by an authorised official in a SANS 0259 accredited laboratory situated within the borders of the RSA</p>	R
9	<p>Retrofit measuring devices to existing pulse enabled water meters with integrated Sigfox communications</p> <ul style="list-style-type: none"> • IP68 Rated • Integrated and external Hall Effect / Reed switch Support • Suited for Sub and Main meters with Pulse capability • Standalone operation • Tamper and Burst Detection • Up to 5-year battery life • Remote Configuration Capability • Interval • Water Balancing • Burst • Time Synchronisation • Battery Replaceable • Easy to Install • Support Sigfox in best radio frequency 	R

10	<p>Restrictor Valve</p> <ul style="list-style-type: none"> • 20mm Polypropylene (PPR) 3 X WAY- Lockable Restrictors Valves Tested and Approved for PN-16 Rating in accordance with the SANS specifications (SANS 16135) and JASWIC approved. • The 3 x functions of the valve are open, closed and restricted. When in the (R) restriction mode, the smart flow valve supplies water at the rate of 6kl per month at a working pressure of a low pressure of a low pressure (1) one kpa up to a high pressure (1 600) one thousand six hundred kpa at a continuous flow. The valve consists of a special master key and lock to adjust the valve, to avoid tampering. 	R
TOTAL (VAT Included)		R

DELIVERY PERIOD: MAXIMUM 10 WORKING DAYS

Signature of Tenderer: _____ Date: _____

WOLTMANN TYPE: BULK WATER-METERS:

Specifications:

Water-meters used in the application in nominal bore sizes from 40mm to 100mm must comply with the SANS 1529 – 1 and Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations. All water-meters, sizes 40mm to 100mm, offered must be tested and sealed by an authorised official in a SANAS (SANS 10378:2005) accredited laboratory, situated within the borders of the Republic of South Africa.

Numbers 1 to 16 below for WOLTMANN TYPE: BULK WATER-METERS: COMPLETE and INTERNAL MECHANISMS - ONLY will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per one unit (VAT Included)
WOLTMANN TYPE: BULK WATER-METERS: COMPLETE		
1	40mm	R
2	50mm	R
3	80mm measure flows between 0.5 - 110m ³ /hr	R
4	100mm measure flows between 0.6 - 170m ³ /hr	R
5	150mm	R
6	200mm	R
7	250mm	R
8	300mm	R
INTERNAL MECHANISMS - ONLY		Price per one unit (VAT Included)
9	40mm	R
10	50mm	R
11	80mm	R
12	100mm	R
13	150mm	R
14	200mm	R
15	250mm	R
16	300mm	R
TOTAL (VAT Included)		R

DELIVERY PERIOD: MAXIMUM 10 WORKING DAYS

Signature of Tenderer: _____ Date: _____

HYBRID WOLTMANN TYPE: WATER METERS**Specifications:**

- Internal Water meter mechanism (Woltmann Type) for flow rates between 40l/h and 200m³/h.
- Compatible with AMR/AMI and data logging systems; with pulse, encoder and M- or L-Bus outputs.
- To comply with SANS 1529-1.
- Maximum working pressure of 16 bar.
- Electronic Register with integrated communications cable & flow rate display.
- With Flow Direction; Battery Level & Warning Indicators.
- I/R Communications Interface for additional Devices.

Numbers 1 to 10 below for HYBRID WOLTMANN TYPE: COMPLETE and INTERNAL MECHANISM ONLY will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per one unit (VAT Included)
HYBRID WOLTMANN TYPE: COMPLETE		
1	40mm	R
2	50mm	R
3	80mm	R
4	100mm	R
5	150mm	R
INTERNAL MECHANISM ONLY		Price per one unit (VAT Included)
6	40mm	R
7	50mm	R
8	80mm	R
9	100mm	R
10	150mm	R
	TOTAL (VAT Included)	R

DELIVERY PERIOD: MAXIMUM 10 WORKING DAYS

Signature of Tenderer: _____ Date: _____

CONSUMER VALVE BOX:

Number 1 below for CONSUMER VALVE BOX will be awarded to one tenderer.

No	Description	Price per one unit (VAT Included)
CONSUMER VALVE BOX WITH A 13MM BALL VALVE (PLASTIC) AND 20MM GLASS NYLON REINFORCED FEMALE INLET AND OUTLET		
1	Plastic Consumer Valve Box	R
TOTAL (VAT Included)		R

DELIVERY PERIOD FOR ABOVE ITEMS: (MAXIMUM OF 4 WEEKS)

Signature of Tenderer: _____ Date: _____

VALVES AND FITTINGS

Name of tendering firm:

The item VALVES AND FITTINGS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Specifications:

- Must comply with SANS 664 Standards.
- Must be JASWIC approved.

VALVES SHALL BE: Ductile Iron; Epoxy coated; Resilient Steel gate valve with anti-clockwise closing, Non-rising spindle complete with cap-top.		
No	Description	Price per one unit (VAT Included)
PLAIN ENDED GATE VALVE for AC PIPES; PN16		
1	50mm diameter	
2	75mm	
3	100mm	
4	150mm	
SOCKETED GATE VALVE for PVC PIPES; PN16		
5	50mm diameter	
6	63mm	
7	75mm	
8	90mm	
9	110mm	
10	160mm	
11	200mm	
12	225mm	
13	250mm	
14	300mm	
FLANGED RSV GATE VALVE; PN16:		
Flange Drilling: SANS 1123 – TABLE 600; 1000;1600		
Face to Face		
15	50mm	
16	75mm	
17	80mm	
18	100mm	
19	150mm	
20	200mm	
21	250mm	
22	300mm	
23	350mm	
24	400mm	
25	450mm	
26	500mm	
27	Underground Fire hydrant 75mm; London "V" Thread Left hand close	
28	Underground Fire Hydrant 65mm internal diameter, London Round thread Left hand close	

29	Air Valve 50mm	
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No	Description	Make	Price per one unit (VAT Included)
CAP TOPS			
30	40 / 50mm Stem Caps SANS		
31	65 / 80mm Stem Caps SANS		
32	100 / 150mm Stem Caps SANS		
33	200mm Stem Caps SANS		
34	200 / 300mm Stem Caps SANS		
35	400mm : 350/400mm Stem Caps SANS		
36	450 / 600mm Stem Caps SANS		
Total for items 1 to 36 (VAT Included)			R
		Price per one unit (VAT Included)	Price per one unit (VAT Included)
CHECK VALVES (SWING TYPE)		PN10	PN16
37	50mm	R	R
38	65mm	R	R
39	80mm	R	R
40	100mm	R	R
41	125mm	R	R
42	150mm	R	R
43	200mm	R	R
44	250mm	R	R
45	300mm	R	R
TOTAL (VAT Included)		R	R

TOTAL for all the items 1 to 45 (VAT Included)	R	R
---	----------	----------

DELIVERY PERIOD: (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

FITTINGS FOR ASBESTOS CEMENT PIPES

Name of tendering firm:

The items for FITTINGS FOR ASBESTOS CEMENT PIPES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

CAST IRON FITTINGS FOR PLAIN ENDED COD ASBESTOS CEMENT PIPES:

CAST IRON FITTINGS FOR PLAIN ENDED COD ASBESTOS CEMENT PIPES					
No	Pipe Size Dia	Fitting			
		Price per one unit (VAT Included)			
		Hydrant Tee	Saddles Drilled & Tapped	Short Collar Joints	Special Repair Couplings
1	50mm				
2	75mm				
3	100mm				
4	150mm				
5	200mm				
6	225mm				
7	300mm				
	TOTAL (VAT Included)	R	R	R	R

TOTAL for Hydrant Tee + Saddles Drilled & Tapped + Short Collar Joints + Special Repair Couplings in the table above (VAT Included)	R
--	---

CAST IRON STRAINERS:

Note: Inline strainers FLANGED dual drilled, BS10, Table D / Table 16.

No	CAST IRON STRAINERS	Price per one unit (VAT Included)
8	50mm	R
9	75mm	R
10	100mm	R
11	150mm	R
12	200mm	R
	TOTAL for numbers 8 to 12 (VAT Included)	R

CAST IRON Y-TYPE STRAINERS:

Note: Y-Type strainers FLANGED dual drilled, BS10, Table D / Table 16.

No	CAST IRON STRAINERS	Price per one unit (VAT Included)
13	50mm	R
14	75mm	R
15	100mm	R
16	150mm	R
17	200mm	R
	TOTAL for numbers 13 to 17 (VAT Included)	R

FLANGE ADAPTORS – PLAIN ENDED:

Specifications:

- Manufactured from Ductile Iron
- To be “Hot Dipped Galvanized”
- Flange Drilling should be Table - D/16

No	FLANGE ADAPTORS – PLAIN ENDED	Price per one unit (VAT Included)
18	50mm	R
19	75mm	R
20	100mm	R
21	125mm	R
22	150mm	R
23	200mm	R
24	225mm	R
25	250mm	R
26	300mm	R
	TOTAL for numbers 18 to 26 (VAT Included)	R

VERTICAL FIRE HYDRANT HEADPART:

No	VERTICAL FIRE HYDRANT HEADPART	Price per one unit (VAT Included)
27	75mm	R

TOTAL for numbers 1 to 27 (VAT Included)	R
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DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

HIGH DENSITY POLYETHYLENE PIPES (HDPE)

Name of tendering firm:

Specifications:

- HDPE pipes to comply with SANS ISO 4427

The items HIGH DENSITY POLYETHYLENE PIPES (HDPE) and POLYPROPYLENE PIPES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per meter (VAT Included)		
		Type 5 or PE80 Class 12	PE100 Class 12	PE100 Class 16
1	16mm pipe			
2	20mm			
3	25mm			
4	32mm			
5	40mm			
6	50mm			
7	75mm			
8	100mm			
9	160mm			
10	200mm			

POLYPROPYNENE PIPE & ACCESSORIES

Specifications:

- Polypropylene pipe shall comply with SANS 15874

No	Description	Price per meter (VAT Included)
11	15mm pipe	
12	22mm pipe	
13	28mm pipe	
14	Master Bats for 15mm pipe	
15	Master Bats for 22mm pipe	
16	Master Bats for 28mm pipe	
17	15mm x 1.5m Polypropylene Standpipe	
18	15mm Plastic Bib Tap (White)	
19	15mm Plastic Bib Tap (Brown)	
TOTAL for items 1 to 19 (VAT Included)		R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

PVC PRESSURE PIPES AND FITTINGS

Name of tendering firm:

Tenderers must comply with the following specifications: SANS 966: PART 1 (uPVC); ISO 4420; JASWIC R55.

Numbers 1 to 17 below for uPVC PIPES CLASS 12 & 16 and PVC BENDS CLASS 16 will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per metre (VAT Included)	
		Class 12	Class 16
PIPES:			
1	50mm		
2	63mm		
3	75mm		
4	90mm		
5	110mm		
6	160mm		
7	200mm		
8	250mm		
9	315mm		
10	355mm		
11	400mm		
12	450mm		-----
13	500mm		-----
14	560mm		-----
15	630mm		-----
16	Pipe Lube: Duroflo – 5 Lt		-----
17	Pipe Lube: Freeflo – 1 Lt		-----
	TOTAL (VAT Included)	R	R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

PVC BENDS CLASS 16:

Numbers 1 to 13 below for PVC BENDS CLASS 16 will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per unit (VAT Included)			
		11¼°	22½°	45°	90°
BENDS CLASS 16					
1	75mm	R	R	R	R
2	90mm	R	R	R	R
3	110mm	R	R	R	R
4	160mm	R	R	R	R
5	200mm	R	R	R	R
6	250mm	R	R	R	R
7	315mm	R	R	R	R
8	355mm	R	R	R	R
9	400mm	R	R	R	R
10	450mm	R	R	R	R
11	500mm	R	R	R	R
12	560mm	R	R	R	R
13	630mm	R	R	R	R
	TOTAL (VAT Excluded)	R	R	R	R

TOTAL for 1 to 13 (columns 11¼° + 22½° + 45° + 90°) (VAT Included)	R
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DELIVERY PERIOD: _____ (MAXIMUM OF 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

TEES (DUCTILE IRON):

Numbers 1 to 30 below for TEES (DUCTILE IRON) will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Price per unit (VAT Included)	
		Plain Ended	Socketed
TEES (DUCTILE IRON)			
1	90 x 75		
2	90 x 90		
3	110 x 50		
4	110 x 75		
5	110 x 90		
6	110 x 110		
7	160 x 90		
8	160 x 110		
9	160 x 160		
10	200 x 90		
11	200 x 110		
12	200 x 160		
	TOTAL (VAT Included)	R	R
REDUCERS CLASS 16 (CAST IRON)			
13	110 x 50		
14	110 x 75		
15	110 x 90		
16	160 x 90		
17	160 x 110		
18	200 x 110		
19	200 x 160		
PVC TO AC ADAPTORS CLASS 16 (PVC)			
20	63 PVC to 50 AC		
21	75 PVC to 75 AC		
22	90 PVC to 75 AC		
23	110 PVC to 100 AC		
24	160 PVC to 150 AC		
25	200 PVC to 200 AC		
26	225 PVC to 200 AC		
27	250 PVC to 225 AC		
28	250 PVC to 250 AC		
29	315 PVC to 300 AC		
30	355 PVC to 355 AC		
TOTAL for Items 1 to 12 (Plain Ended + Socketed) + items 13 to 30 (VAT Included)		R	

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

GRP PIPES AND FITTINGS

Numbers 1 to 11 below will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Tenderers must comply with the following specifications: SANS 1748-1:2004, SN 5000.

No	Description	Price per metre (VAT Included)		
		Class 12	Class 16	Class 20
PIPES:	NOMINAL DIAMETER			
1	300mm			-----
2	350mm			-----
3	400mm			-----
4	450mm			
5	500mm			-----
6	600mm			-----
7	700mm			-----
8	800mm			-----
9	900mm			-----
10	1000mm			-----
11	1200mm			-----
Total (Including VAT)		R	R	R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

REPAIR CLAMPS:

Specifications:

- Must be Jaswic approved.
- One piece tapered rubber seal.
- Bolts: Tread-rolled for strength and Teflon coated to prevent galling.
- Locking Washer Plate: Locks into position for easy tightening of nuts.
- Shell: 2B Finish.
- Nuts: Type 304 or 316 stainless steel.
- Receiver bars: TIG-welded to shell to form a strong fusion, and fully passivated after welding.
- Armour: Heavy gauge stainless steel vulcanized into the gasket at the time of moulding.

Numbers 1 to 22 for REPAIR CLAMPS below will be awarded to one tenderer. Tenderers MUST tender for all the items in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	REPAIR CLAMPS			Price per one unit (VAT Included)
	Pipe size	Class, Length	Outside Diameter Range (mm)	
1	20 Steel			
2	25 Steel			
3	32 Steel			
4	50 Steel	Class 12 300mm	45 – 55	
			59 – 67	
			69 – 76	
5	65 Steel			
6	90 Steel			
7	110 Steel			
8	50 AC	Class 12 300mm	45 – 55	
			59 – 67	
			69 – 76	
9	75 AC / PVC	Class 16 400mm	75 – 83	
			85–95	
			95 – 104	
10	125 PVC	Class 16 400mm	126 – 136	
			130 – 140	
11	150 AC	Class 16 400mm	145 – 155	
			151 – 161	
			167 – 176	
			174 – 183	
			179 – 189	
			189 – 199	
12	200 AC / PVC	Class 16 400mm	195 – 205	
			202 – 212	
			218 – 228	
			229 – 238	
			236 – 245	
13	90 PVC			
14	160 PVC			
15	225 AC / PVC	Class 16 400mm	248 – 257	
			255 – 265	
16	250 PVC	Class 16	271 – 281	

		400mm	281 – 290	
			288 – 298	
			298 – 309	
			304 - 314	
17	300 PVC	Class 16 400mm	312 – 322	
			322 – 331	
			332 – 342	
18	355	Class 16 400mm	350 – 370	
			370 – 390	
			390 – 410	
19	450 GRP	Class 16 450mm	400 – 420	
			420 – 440	
			440 – 460	
20	600 GRP	Class 16 600mm	550 – 570	
			570 – 590	
			590 – 610	
21	900 GRP	Class 16 900mm		
22	1000 GRP	Class 16 1000mm		
TOTAL (VAT Included)				

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

PVC FITTINGS:

Numbers 1 to 10 for PVC FITTINGS below will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

*Specifications for Saddles Drilled & Tapped with stainless steel bolts:

- PN 16 pressure ratings
- High grade polypropylene body
- Nitrile sealing gasket
- Stainless steel reinforcing rings on threaded branch
- Hexagon moulding to prevent bolt turning during assembly
- Supply with Zinc electroplated steel bolts and nuts

PVC Fittings		Hydrant Tee Drilled (Multi Drilled)	*Saddles Drilled & Tapped with stainless steel bolts Type: Polypropylene with Stainless Steel for Ova-pipes & plugs	Repair Couplings (PVC)
1	Pipe size dia 50mm			
2	63mm			
3	75mm			
4	90mm			
5	110mm			
6	160mm			
7	200mm			
8	225mm			
9	250mm			
10	315mm			
TOTAL (VAT Included)		R	R	R

TOTAL for Hydrant Tee Drilled + Saddles + Repair Couplings (VAT Included)	R
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DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

WIDE RANGE REPAIR COUPLINGS:

Numbers 1 to 20 below for WIDE RANGE REPAIR COUPLINGS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Specifications:

- Cast in ductile iron Grade 420/12 to BS2789:1985.
- PE coated to:
 - Provide maximum corrosion protector.
 - Prevent chipping or gouging of the coating.
- Rubber seals are approved for potable water and are certified to "WRAS/BS6920".
- Large diameter bold manufactured to BS970: 1991 Grade 070-M20 and PE coated.

No	WIDE RANGE REPAIR COUPLINGS		Price per one unit (VAT Included)
	Nominal Bore (mm)	Pipe Range (mm)	
1	200 AC	218– 235 mm	
2	225 AC	227– 252 mm	
3	300 AC	315– 332 mm	
4	350 AC	344– 360 mm	
5	355 AC		
6	400 GRP	390 – 410mm 417 – 437mm Or nearest size available	
7	450 GRP	440-460 454 – 460mm 476-493mm Or nearest size available	
8	500 GRP	494 – 510mm 526 – 546mm Or nearest size available	
9	600 GRP	600 – 614mm 611 – 624mm 630 – 650mm Or nearest size available	
10	900 GRP		
11	1000 GRP		
12	50mm	59 – 76 mm	
13	80mm	88 – 107 mm	
14	100mm	109 – 135 mm	
15	150mm	160 – 188 mm	
16	175mm	190 – 220 mm	
17	200mm	218 – 235 mm	
18	225mm	235 – 252 mm	
19	250mm	250 – 267 mm	
		272 – 289 mm	
20	300mm	315 – 332 mm	
TOTAL (VAT Included)			R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

FITTINGS FOR WATER LEAKAGES

Name of tendering firm:

COPPER FITTINGS:

Numbers 1 to 76 below for COPPER FITTINGS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Specifications:

- Fittings to comply with SANS 1067-1 & 2.
- Fittings should be JASWIC approved.
- All fittings to be DZR Brass.

STRAIGHT COUPLER (C x C)		
No	Description (mm)	Price per one unit (VAT Included)
Manufacturer:		
1	15mm	
2	22mm	
3	28mm	
4	35mm	
5	42mm	
6	54mm	
STRAIGHT COUPLER (C x M) (BSP)		
Manufacturer:		
7	15 x ½mm	
8	22 x ¾mm	
9	28 x 1mm	
10	35 x 1¼mm	
11	42 x 1½mm	
12	54 x 2mm	
STRAIGHT COUPLER (C x F) (BSP)		
Manufacturer:		
13	15 x ½mm	
14	22 x ¾mm	
15	28 x 1mm	
16	35 x 1¼mm	
17	42 x 1½mm	
18	54 x 2mm	

REDUCING STRAIGHT COUPLER (C x C)		
Manufacturer:		
19	22 x 15mm	
20	28 x 22mm	
ELBOW 90° (C x C)		
Manufacturer:		
21	15mm	
22	22mm	
23	28mm	
24	35mm	
25	42mm	
26	54mm	
ELBOW 90° (C x M) (BSP)		
Manufacturer:		
27	15 x 1/2"	
28	22 x 3/4"	
29	28 x 1"	
30	35 x 1 1/4"	
31	42 x 1 1/2"	
32	54 x 2"	
EQUAL TEE (C x C x C)		
Manufacturer:		
33	15	
34	22	
35	28	
36	35	
37	42	
38	54	
REDUCING TEE (C x C x F) (BSP)		
Manufacturer:		
39	15 x 15 x 1/2"	
40	22 x 22 x 3/4"	
41	22 x 22 x 1/2"	
WALLPLATE ELBOW 90° (C x F)		
Manufacturer:		
42	15 x 1/2"	
43	22 x 3/4"	
STOP END		
Manufacturer:		
44	15mm	
45	22mm	

46	28mm	
SWIVEL ELBOW 90° (C x F) (BSP)		
Manufacturer:		
47	15 x 1/2"	
48	22 x 3/4"	
FIBRE WASHER		
Manufacturer:		
49	15mm	
50	22mm	
51	28mm	
ISOLATING BALL VALVE (NICKEL PLATED)		
Manufacturer:		
52	15mm	
53	20mm	
54	22mm	
55	25mm	
56	40mm	
57	50mm	
MUNICIPAL BALL COCKS		
Manufacturer:		
58	15mm	
59	20mm	
60	22mm	
61	25mm	
62	40mm	
63	50mm	
REDUCING STRAIGHT COUPLER (C x M) (BSP)		
Manufacturer:		
64	15mm x 3/4"	
65	22mm x 1"	
REDUCING STRAIGHT COUPLER (C x F) (BSP)		
Manufacturer:		
66	15mm x 3/4"	
REDUCING TEE (C x C x C)		
Manufacturer:		
67	22mm x 22 x 15	
68	28mm x 28 x 22	
69	15mm x 15 x 22	
70	22mm x 22 x 28	

BRASS COMPRESSION RING		
Manufacturer:		
71	15mm	
72	22mm	
73	28mm	
74	54mm	
TEE (C x C x M) (BSP)		
Manufacturer:		
75	15 x 15 x 1/2"	
76	22 x 22 x 3/4"	
TOTAL for items 1 to 76 (VAT Included)		R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

GALVANISED; THREADED; MALLEABLE CAST IRON FITTINGS:

Numbers 1 to 162 below for GALVANISED; THREADED; MALLEABLE CAST IRON FITTINGS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Specifications:

- Materials: ASTM/ASME A197, EN 1562, ISO 5922, ASTM A47.
- Dimensions: SANS 14, ISO (49), BS143/1562, EN10242.
- Jointing Thread: ISO 7/1, (EN10226-2), Taper = external thread, Parallel = internal thread. (Equivalent to BS 21, DIN 2999).
- Fastening thread: ISO228-1.
- Galvanising: ZINC Hot Dip Galvanised to minimum of 500gr/m², with minimum average thickness of 70 micron.
- Grade of Material: W400-05 or B350-10 (Design Symbol 'A').
- Design Test Pressure: 6mm – 100mm (100 Bar), 125mm – 150 mm (64 Bar).

BENDS 90° MALE / FEMALE		
No	Description (mm)	Price per one unit (VAT Included)
Manufacturer:		
1	15mm	
2	20	
3	25	
4	32	
5	40	
6	50	
7	65	
8	80	
9	100	
10	150	
BENDS 90° FEMALE / MALE		
Manufacturer:		
11	15mm	
12	20	
13	25	
14	32	
15	40	
16	50	
17	65	
18	80	
19	100	
END CAPS		
Manufacturer:		
20	15mm	
21	20	
22	25	
23	32	
24	40	
25	50	

26	65	
27	80	
28	100	
TEES		
Manufacturer:		
29	15mm	
30	20	
31	25	
32	32	
33	40	
34	50	
35	65	
36	80	
37	100	
38	150	
SOCKETS		
Manufacturer:		
39	15mm	
40	20	
41	25	
42	32	
43	40	
44	50	
45	65	
46	80	
47	100	
48	150	
HOLLOW PLUGS		
Manufacturer:		
49	15mm	
50	20	
51	25	
52	32	
53	40	
54	50	
55	65	
56	80	
57	100	
58	150	
UNION – CONE FACED		
Manufacturer:		
59	15mm	
60	20	
61	25	
62	32	
63	40	
64	50	
65	65	

66	80	
67	100	
HEX NIPPLES		
Manufacturer:		
68	15mm	
69	20	
70	25	
71	32	
72	40	
73	50	
74	65	
75	80	
REDUCING SOCKETS		
Manufacturer:		
76	20mm x 15	
77	25mm x 15	
78	25mm x 20	
79	32mm x 20	
80	32mm x 25	
81	40mm x 20	
82	40mm x 25	
83	40mm x 32	
84	50mm x 20	
85	50mm x 25	
86	50mm x 32	
87	50mm x 40	
88	65mm x 32	
89	65mm x 40	
90	65mm x 50	
91	80mm x 40	
92	80mm x 50	
93	80mm x 65	
94	100mm x 65	
95	100mm x 80	
96	150mm x 80	
97	150mm x 100	
REDUCING BUSHES		
Manufacturer:		
98	20mm x 15	
99	25mm x 15	
100	25mm x 20	
101	32mm x 20	
102	32mm x 25	
103	40mm x 15	
104	40mm x 20	
105	40mm x 25	
106	40mm x 32	
107	50mm x 15	
108	50mm x 20	
109	50mm x 25	

110	50mm x 32	
111	50mm x 40	
112	65mm x 32	
113	65mm x 40	
114	65mm x 50	
115	80mm x 32	
116	80mm x 40	
117	80mm x 50	
118	80mm x 65	
119	100mm x 50	
120	100mm x 65	
121	100mm x 80	
122	150mm x 80	
123	150mm x 100	
JUNIOR COUPLING		
Manufacturer:		
124	15mm	
125	20mm	
126	25mm	
127	32mm	
128	40mm	
129	50mm	
130	65mm	
131	80mm	

WROUGHT STEEL TUBULAR FITTINGS:

BARREL NIPPLES - GALVANISED		
No	Description (mm)	Price per one unit (VAT Included)
Manufacturer:		
132	15mm	
133	20mm	
134	25mm	
135	32mm	
136	40mm	
137	50mm	
138	65mm	
139	80mm	
140	100mm	
141	125mm	
142	150mm	
RUNNING NIPPLES - GALVANISED		
Manufacturer:		
143	15mm	
144	20mm	
145	25mm	
146	32mm	
147	40mm	
148	50mm	

149	65mm	
150	80mm	
151	100mm	

GALVANISED ERW STEEL TUBE – SANS 62:

Specifications:

- Galvanising: to SANS EN10240.
- Threads: Taper to ISO R7/1-1982, BS21 and SANS1109-1190.

THREADED GALVANISED STEEL TUBE – 6m Lengths		
No	Description (mm)	Price per one unit (VAT Included)
Manufacturer:		
152	15mm	
153	20mm	
154	25mm	
155	32mm	
156	40mm	
157	50mm	
158	65mm	
159	80mm	
160	100mm	
161	125mm	
162	150mm	
TOTAL for items 1 to 162 (VAT Included)		R

DELIVERY PERIOD: _____ (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

COMPRESSION FITTINGS (AS USED WITH HDPE PIPES):

Numbers 1 to 209 below for COMPRESSION FITTINGS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

General Specifications:

Full descriptive literature for each manufacturer and category of material should be submitted with the tender document. If the literature is not submitted with your tender, your tender will not be considered.

- Rated pressure – PN 16 bar.
- Reference Standards – Complying with SANS 14236:2003.
- Materials – Polypropylene body (PP)
- Nitrile rubber gasket (NBR)
- Polypropylene bush ring (PP)
- Acetylic resin clamping ring (POM)
- Polypropylene (PP)
- All fittings shall be JASWIC approved.

COUPLING		
No	Description (mm)	Price per one unit (VAT Included)
Manufacturer:		
1	15mm	
2	20mm	
3	25mm	
4	32mm	
5	40mm	
6	50mm	
7	63mm	
8	75mm	
REDUCING COUPLING		
Manufacturer:		
9	20 x 15mm	
10	25 x 20mm	
11	32 x 20mm	
12	32 x 25mm	
13	40 x 25mm	
14	40 x 32mm	
15	50 x 25mm	
16	50 x 32mm	
17	50 x 40mm	
18	63 x 25mm	
19	63 x 32mm	
20	63 x 40mm	
21	63 x 50mm	
22	75 x 50mm	
23	75 x 63mm	

MALE ADAPTOR		
Manufacturer:		
24	15 x ¼"	
25	15 x ½"	
26	15 x ¾"	
27	20 x ½"	
28	20 x ¾"	
29	20 x 1"	
30	25 x ½"	
31	25 x ¾"	
32	25 x 1"	
33	32 x ¾"	
34	32 x 1"	
35	32 x 1¼"	
36	40 x 1"	
37	40 x 1¼"	
38	40 x 1½"	
39	40 x 2"	
40	50 x 1"	
41	50 x 1¼"	
42	50 x 1½"	
43	50 x 2"	
44	63 x 1¼"	
45	63 x 1½"	
46	63 x 2"	
47	63 x 2½"	
48	75 x 2"	
49	75 x 2½"	
50	75 x 3"	
51	90 x 2"	
52	90 x 2½"	
53	90 x 3"	
54	90 x 4"	
55	110 x 2"	
56	110 x 3"	
57	110 x 4"	
FEMALE ADAPTOR		
Manufacturer:		
58	15 x ½"	
59	15 x ¾"	
60	20 x ½"	
61	20 x ¾"	
62	20 x 1"	
63	25 x ½"	
64	25 x ¾"	
65	25 x 1"	
66	32 x ½"	
67	32 x ¾"	
68	32 x 1"	
69	32 x 1¼"	
70	40 x 1"	
71	40 x 1¼"	
72	40 x 1½"	

73	50 x 1¼"	
74	50 x 1½"	
75	50 x 2"	
76	63 x 1¼"	
77	63 x 1½"	
78	63 x 2"	
79	63 x 2½"	
80	75 x 2"	
81	75 x 2½"	
82	75 x 3"	
90° EQUAL TEE		
Manufacturer:		
83	15mm	
84	20mm	
85	25mm	
86	32mm	
87	40mm	
88	50mm	
89	63mm	
90	75mm	
91	90mm	
92	110mm	
90° ELBOW		
Manufacturer:		
93	15mm	
94	20mm	
95	25mm	
96	32mm	
97	40mm	
98	50mm	
99	63mm	
100	75mm	
101	90mm	
102	110mm	
90° TEE WITH THREADED FEMALE TAKE OFF		
Manufacturer:		
103	15 x ½" x 15	
104	15 x ¾" x 15	
105	20 x ½" x 20	
106	20 x ¾" x 20	
107	25 x ½" x 25	
108	25 x ¾" x 25	
109	25 x 1" x 25	
110	32 x ½" x 32	
111	32 x ¾" x 32	
112	32 x 1" x 32	
113	32 x 1¼" x 32	
114	40 x 1" x 40	
115	40 x 1¼" x 40	
116	40 x 1½" x 40	

117	50 x 1¼" x 40	
118	50 x 1½" x 50	
119	50 x 2" x 50	
120	63 x 1½" x 63	
121	63 x 2" x 63	
122	63 x 2½" x 63	
123	75 x 2½" x 75	
124	75 x 3" x 75	
125	90 x 3" x 90	
126	90 x 4" x 90	
127	110 x 4" x 110	
90° ELBOW WITH THREADED MALE TAKE OFF		
Manufacturer:		
128	15 x ½"	
129	15 x ¾"	
130	20 x ½"	
131	20 x ¾"	
132	25 x ½"	
133	25 x ¾"	
134	25 x 1"	
135	32 x ½"	
136	32 x ¾"	
137	32 x 1"	
138	32 x 1¼"	
139	40 x 1"	
140	40 x 1¼"	
141	40 x 1½"	
142	50 x 1¼"	
143	50 x 1½"	
144	50 x 2"	
145	63 x 1½"	
146	63 x 2"	
147	63 x 2½"	
148	75 x 2"	
149	75 x 2½"	
150	75 x 3"	
151	90 x 3"	
152	90 x 4"	
153	110 x 4"	
90° ELBOW WITH THREADED FEMALE TAKE OFF		
Manufacturer:		
154	15 x ½"	
155	15 x ¾"	
156	20 x ½"	
157	20 x ¾"	
158	25 x ½"	
159	25 x ¾"	
160	25 x 1"	
161	32 x ½"	
162	32 x ¾"	
163	32 x 1"	
164	32 x 1¼"	

90° TEE WITH THREADED MALE TAKE OFF		
Manufacturer:		
165	15 x 1/2" x 15	
166	15 x 3/4" x 15	
167	20 x 1/2" x 20	
168	20 x 3/4" x 20	
169	25 x 1/2" x 25	
170	25 x 3/4" x 25	
171	25 x 1" x 25	
172	32 x 1/2" x 32	
173	32 x 3/4" x 32	
174	32 x 1" x 32	
175	32 x 1 1/4" x 32	
FLANGED ADAPTOR		
Manufacturer:		
176	40 x 1 1/2" (DN 40)	
177	50 x 1 1/2" (DN 40)	
178	50 x 2" (DN 50)	
179	63 x 2" (DN 50)	
180	63 x 2 1/2" (DN 65)	
181	75 x 2 1/2" (DN 65)	
182	75 x 3" (DN 80)	
183	90 x 3" (DN 80)	
184	90 x 4" (DN 100)	
185	110 x 4" (DN 100)	
END PLUG		
Manufacturer:		
186	15	
187	20	
188	25	
189	32	
190	40	
191	50	
192	63	
193	75	
194	90	
195	110	
REDUCING TEE		
Manufacturer:		
196	25 x 20 x 25	
197	32 x 20 x 32	
198	32 x 25 x 32	
199	40 x 25 x 40	
200	40 x 32 x 40	
201	50 x 25 x 50	
202	50 x 32 x 50	
203	50 x 40 x 50	
204	63 x 32 x 63	

205	63 x 50 x 63	
206	75 x 63 x 75	
207	90 x 63 x 90	
208	90 x 75 x 90	
209	110 x 90 x 110	
TOTAL for items 1 to 209 (VAT Included)		R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

THREADED; GALVANISED STEEL FORGED FLANGES - BOSSED

Numbers 1 to 15 below for THREADED; GALVANISED STEEL FORGED FLANGES – BOSSES and BLIND FLANGES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description (mm)	Price per one unit (VAT Included)	Price per one unit (VAT Included)
		BS10 – Table D	SANS 1123 – 1600/4
1	50mm dia		
2	65mm dia		
3	80mm dia		
4	100mm dia		
5	125mm dia		
6	150mm dia		

BLIND FLANGES

No	Description (mm)	Price per one unit (VAT Included)	Price per one unit (VAT Included)	Price per one unit (VAT Included)
		BS10 – Table D	SANS 1123 – 1600/4	BS4504 16/8
7	50mm dia			
8	65mm dia			
9	80mm dia			
10	100mm dia			
11	125mm dia			
12	150mm dia			
13	200mm dia			
14	250mm dia			
15	300mm dia			
	TOTAL (VAT EXCLUDED)	R	R	R

TOTAL for all the items from 1 to 15 (VAT Included)	R
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DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

TOILET MECHANISMS AND ACCESSORIES:

Numbers 1 to 47 below for TOILET MECHANISMS AND ACCESSORIES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

General Specifications:

Full descriptive literature for each manufacturer and category of material should be submitted with the tender document. If the literature is not submitted with your tender, your tender will not be considered.

- Reference Standards – Complying with ISO 9001 : 200 & SANS approved
- SANS 752 for Float Valves
- SANS 1509 for Flushing Devices
- SANS 821 for WC Flushing Cistern

No	Description	Price per one unit (VAT Included)
1	Kleenflo Side Inlet Float Valve ½" BSP	
2	Beta Valve with handle assembly & Flush Pipe 1¾" outlet	
3	Low-level cistern mechanism, complete kit	
4	Ball Float 150mm	
5	Flush Pipe Rubber	
6	Flush Pipe Rubber Cone	
7	Low level cistern complete with internal mechanism	
8	Geberit bottom inlet valve ½"	
9	15mm Flexi Hose : Length ±300mm	

TAP SPARE PARTS

No	Description	Price per one unit (VAT Included)
10	Seat washer for Headpart – 15mm Light Pattern	
11	Seat washer for Headpart – 15mm Heavy Pattern	
12	Seat washer for Headpart – 20mm	
13	Cobra Stella Headpart – Complete - ½" Light Pattern	
14	Cobra Stella Headpart – Complete - ½" Heavy Pattern	
15	Cobra Stella Headpart – Complete - ¾"	
16	Tap Re-Seating Kit with washer ½"	
17	Tap Re-Seating Kit with washer ¾"	
18	Tap Re-Seating Kit with washer 3/8"	
19	Tap Jumper Valve ½" Light Pattern	
20	Tap Jumper Valve ½" Heavy Pattern	
21	Tap Jumper Valve ¾"	

MISCELLANEOUS ITEMS

No	Description	Price per one unit (VAT Included)
22	PTFE Tape	
23	980/955 polyken tape	
24	Putty blanket for coupling corrosion protection system :50mm	
25	Putty blanket for coupling corrosion protection system :80mm	
26	Putty blanket for coupling corrosion protection system :100mm	
27	Putty blanket for coupling corrosion protection system :150mm	
28	Putty blanket for coupling corrosion protection system :175mm	
29	Putty blanket for coupling corrosion protection system :200mm	
30	Putty blanket for coupling corrosion protection system :225mm	
31	Putty blanket for coupling corrosion protection system :250mm	
32	Putty blanket for coupling corrosion protection system :300mm	
33	PVC tape	
34	Denso Tape	
35	Stag 'B' Jointing Compound	
36	Hemp	
37	Copper Slip	
38	PVC Weld	
39	Q-20 Lubricant Spray	
40	Hacksaw Blade 18 TPI	
41	Hacksaw Blade 24 TPI	
42	Hacksaw Blade 32 TPI	
43	Wax Pan Seal	
44	Loctite 243 – Thread Sealer / Locker	
45	Nail-in-anchors (5mm x 45)	
46	Nail-in-anchors (5mm x 50)	
47	Packing for Valve Stem	
	TOTAL for items 1 to 47 (VAT Included)	R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

BOLTS; NUTS & WASHERS

Numbers 1 to 91 below for BOLTS; NUTS & WASHERS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Specifications:

- Bolts with Nuts shall comply with DIN601 & 555 / SANS 135.
- Metric Hexagon Head Bolts shall comply with DIN931 / SANS135 / 136.
- Nuts shall comply with DIN934 / SANS136.
- Washers shall comply with DIN126.
- All mild steel items shall be electro-plating coated.

No	BOLTS with NUTS (Grade 4.8) (Mild Steel)	Unit of measure	Price per one unit (VAT Included)
1	M6 x 50		
2	M6 x 75		

3	M6 x 90		
4	M6 x 120		
5	M8 x 50		
6	M8 x 75		
7	M8 x 90		
8	M8 x 120		
9	M8 x 150		
10	M10 x 50		
11	M10 x 75		
12	M10 x 90		
13	M10 x 120		
14	M10 x 150		
15	M12 x 50		
16	M12 x 75		
17	M12 x 90		
18	M12 x120		
19	M12 x 150		
20	M12 x 180		
21	M12 x 210		
22	M12 x 240		
23	M12 x 280		
24	M12 x 300		
25	M14 x 50		
26	M14 x 75		
27	M14 x 90		
28	M14 x 120		
29	M14 x 150		
30	M14 x 180		
31	M14 x 210		
32	M14 x 240		
33	M14 x 280		
34	M14 x 300		
35	M16 x 50		
36	M16 x 75		
37	M16 x 90		
38	M16 x 120		
39	M16 x 150		
40	M16 x 180		
41	M16 x 210		
42	M16 x 240		
43	M16 x 280		
44	M16 x 300		
45	M18 x 75		
46	M18 x 90		
47	M18 x 120		
48	M18 x 150		
49	M18 x 180		
50	M18 x 210		
51	M18 x 240		
52	M18 x 280		
53	M18 x 300		
54	M20 x 75		
55	M20 x 90		
56	M20 x 120		
57	M20 x 150		
58	M20 x 180		
59	M20 x 210		
60	M20 x 240		

61	M20 x 280		
62	M20 x 300		
NUTS (Only) (Grade 48) (Mild Steel)			
No	Description	Unit of measure	Price per one unit (VAT Included)
63	M6		
64	M8		
65	M10		
66	M12		
67	M14		
68	M16		
69	M18		
70	M20		
WASHERS			
No	Description	Unit of measure	Price per one unit (VAT Included)
71	For M6 Bolts		
72	For M8 Bolts		
73	For M10 Bolts		
74	For M12 Bolts		
75	For M14 Bolts		
76	For M16 Bolts		
77	For M18 Bolts		
78	For M20 Bolts		
THREADED RODS			
No	Description	Unit of measure	Price per one unit (VAT Included)
79	6mm		
80	8mm		
81	10mm		
82	12mm		
83	16mm		
84	20mm		
SET SCREWS with NUTS (STAINLESS STEEL)			
No	Description	Unit of measure	Price per one unit (VAT Included)
85	M18 x 75		
86	M18 x 90		
87	M18 x 120		
88	M18 x 150		
89	M20 x 90		
90	M20 x 120		
91	M20 x 150		
	TOTAL for items 1 to 91 (VAT Included)	R	

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

BERMAD PRESSURE CONTROL VALVES, PRESSURE SUSTAINING VALVES AND BI-LEVEL CONTROL VALVES

Numbers 1 to 30 below for BERMAD PRESSURE CONTROL VALVES, PRESSURE SUSTAINING VALVES AND BI-LEVEL CONTROL VALVES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

No	Description	Size	Price per one unit (VAT Included)
1	WW-80mm-720 Bermad Pressure Reducing Valve, EN Type, Flanged table 16	80mm	R
2	WW-100mm-720 Bermad Pressure Reducing Valve, EN Type, Flanged table 16	100mm	R
3	WW-150mm-720 Bermad Pressure Reducing Valve, EN Type, Flanged table 16	150mm	R
4	WW-80mm-720 Bermad Actuator, EN Type	80mm	R
5	WW-100mm-720 Bermad Actuator, EN Type	100mm	R
6	WW-150mm-720 Bermad Actuator, EN Type	150mm	R
7	WW-80mm-720 Bermad Control Loop, EN Type	80mm	R
8	WW-100mm-720 Bermad Control Loop, EN Type	100mm	R
9	WW-150mm-720 Bermad Control Loop, EN Type	150mm	R
10	WW-80mm-750-66 Bermad Bi-Level Control Valve, EN Type, Flanged table 16	80mm	R
11	WW-100mm-750-66 Bermad Bi-Level Control Valve, EN Type, Flanged table 16	100mm	R
12	WW-150mm-750-66 Bermad Bi-Level Control Valve, EN Type, Flanged table 16	150mm	R
13	WW-80mm-750 Bermad Bi-Level Control Valve, Actuator EN Type	80mm	R
14	WW-100mm-750 Bermad Bi-Level Control Valve, Actuator EN Type	100mm	R
15	WW-150mm-750 Bermad Bi-Level Control Valve, Actuator EN Type	150mm	R
16	WW-80mm-750 Bermad Bi-Level Control Valve, Control Loop EN Type	80mm	R
17	WW-100mm-750 Bermad Bi-Level Control Valve, Control Loop EN Type	100mm	R

18	WW-150mm-750 Bermad Bi-Level Control Valve, Control Loop EN Type	150mm	R
19	WW-80mm-736 Bermad Pressure Sustaining Valve, EN Type, Flanged Table 16	80mm	R
20	WW-100mm-736 Bermad Pressure Sustaining Valve, EN Type, Flanged Table 16	100mm	R
21	WW-150mm-736 Bermad Pressure Sustaining Valve, EN Type, Flanged Table 16	150mm	R
22	WW-80mm-736 Bermad Pressure Sustaining Valve, Actuator, EN Type	80mm	R
23	WW-100mm-736 Bermad Pressure Sustaining Valve, Actuator, EN Type	100mm	R
24	WW-150mm-736 Bermad Pressure Sustaining Valve, Actuator, EN Type	150mm	R
25	WW-80mm-736 Bermad Pressure Sustaining Valve, Control Loop, EN Type	80mm	R
26	WW-100mm-736 Bermad Pressure Sustaining Valve, Control Loop, EN Type	100mm	R
27	WW-150mm-736 Bermad Pressure Sustaining Valve, Control Loop EN Type	150mm	R
28	Bermad #2 PB Brass Pilot	-----	R
29	Bermad #3 PB Brass Pilot	-----	R
30	Bermad Pressure Gauge Bottom Inlet – 16Bar	-----	R
	TOTAL for items 1 to 30 (VAT Included)		R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

DIAPHRAGM CONTROL PRESSURE REDUCING VALVES

Numbers 1 to 9 below for DIAPHRAGM CONTROL PRESSURE REDUCING VALVES will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column to be considered for evaluation. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified.

Full descriptive literature from the specific manufacturer the tenderer intends to supply should be submitted with the tender document. If the literature is not submitted with your tender, your tender will not be considered.

Description:

The Valve shall reduce higher upstream pressure to lower preset downstream pressure regardless of fluctuating demand or varying upstream pressure.
 The valve shall be hydraulically operated, single diaphragm-actuated and globe pattern.
 The valve shall consist of three major components: the body, with seat installed; the cover, with bearings installed; and the diaphragm assembly.

The valve shall be complete with the following accessories: Upstream and Downstream pressure gauges; Filter Valve; All External Pipes & Fittings.

Material Specifications:

- Main Valve Body & Cover : Ductile Iron
- End Connections (pressure ratings): Flange Drilling to PN10; PN16; PN25
- Coating : Fusion Bonded Epoxy
- Diaphragm : EPDM / Nitrile Nylon Reinforced Rubber
- Internal Metal Parts : AISI 316 Stainless Steel
- External Pipes & Fittings : AISI 304 Stainless Steel / Copper & Brass

Manufacturer:			
No.	Description	Size	Price per one unit (VAT Included)
1	Pressure Reducing Valve	50mm	R
2	Pressure Reducing Valve	65mm	R
3	Pressure Reducing Valve	80mm	R
4	Pressure Reducing Valve	100mm	R
5	Pressure Reducing Valve	125mm	R
6	Pressure Reducing Valve	150mm	R
7	Pressure Reducing Valve	200mm	R
8	Pressure Reducing Valve	250mm	R
9	Pressure Reducing Valve	300mm	R
TOTAL for Items 1 to 9 (VAT Included)			R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

INSERTION TYPE, MAGNETIC FLOW METER

Name of tendering firm:

Numbers 1 to 4 below for INSERTION TYPE, MAGNETIC FLOW METER will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified. This item will be awarded to one tenderer.

Specifications:

- Power: 12-24Vdc, 250 mA.
- Flow Range: 0.08 to 6.09 m/sec.
- Max. Pressure: 13.8 bar.
- Min. Conductivity: 20 micro Siemens/cm.
- Calibration Accuracy: $\pm 1\%$ of full scale.
- Output: Square wave pulse, opto isolated, 550 Hz @ 20 ft/sec
6 mA max, 30 Vdc forward flow standard; with Reverse Flow.
- Electrodes: Hastelloy.
- Electrode Cap: PVDF.
- Shaft & Sensor Body: 316 Stainless Steel / Brass.

Including:

- 24Vdc Power Supply, 200mA.
- Multi conductor hook-up wire.

No	Description	Size	Price per one unit (VAT Included)
1	SS Insertion Mag. Flow Meter (Hot Tap)	76-254mm	
2	SS Insertion Mag. Flow Meter (Hot Tap)	254-1219mm	
3	SS Insertion Mag. Flow Meter	76-254mm	
4	SS Insertion Mag. Flow Meter	254-1219mm	
	TOTAL for items 1 to 4 (VAT Included)		R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

GSM PRESSURE & FLOW DATA LOGGERS

Name of tendering firm:

Numbers 1 to 3 below for GSM PRESSURE & FLOW DATA LOGGERS will be awarded to one tenderer. Tenderers MUST tender for every item in each line and column. Should any tenderer fail to tender as stated above, your tender for this item will be disqualified. This item will be awarded to one tenderer.

Specifications:

- Pressure Inputs: Input range: 0 – 100m (0 – 10 bar) or 0 – 200 mm (0 – 20 bar) ± 0.5 accuracy $\pm 0.5\%$ resolution.
- Digital Inputs: Up to 2: Pulses counted over, and recorded at, preset levels.
- Tamper/status and event recorded supported.
- GSM Modem: Quad band: 900MHz, 1800MHz / 850MHz, 1900MHz.
- Data Transmission: SMS or GPRS. 15mins, 30 mins, 1 hour, 1 day, 1 week or monthly at programmable date and time. Integral antenna.
- Serial Port: Type: Full duplex, asynchronous, Data rate: 1200, 2400, 4800, 9600 bps.
- Memory: Size: 128K, allocatable between channels (max 64K per channel), Type: Solid state, non-volatile.
- Clock: Type: Crystal controlled calendar clock with leap year adjustment.
- Accuracy: 100 seconds per monthly maximum error over operating temperature range.
- Synchronisation: Option to synchronise clock to GSM network.
- Supply: Type: Internally powered by a replaceable lithium cell battery pack.
- Recording: Recording interval: programmable between 1 second and 1 hour.
- Data storage: Rotating store or store until full.
- Alarm dial-out: High/low threshold and profile alarms independently configurable on each channel.
- Option to update data on alarm and more frequently thereafter.
- Protection classification: IP68.

No	Description	Price per one unit (VAT Included)
1	3 Channel Data Logger	R
2	4 Channel Data Logger	R
3	8 Channel Data Logger	R
TOTAL for items 1 to 3 (VAT Included)		R

DELIVERY PERIOD: _____ DAYS (MAXIMUM 10 WORKING DAYS)

Signature of Tenderer: _____ Date: _____

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedules.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

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

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

Name: **MR CA DU PLESSIS**

Signature: _____

Capacity: **DIRECTOR: FINANCIAL SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

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 the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	<p>YES / NO</p>

	<p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature	Date
.....
Capacity	Name of Bidder

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 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.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR BBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

Bidder’s MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBBEE: =(maximum of 10 points)
--

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant**

proof of B-BBEE status level of contributor.)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals: =(maximum of 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and

- directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: FIN015/2024
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2024

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
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General Conditions of Contract

1. **Definitions:**
1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider 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 goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, 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 Goods 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 23 of GCC.

9. Packing:

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

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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 services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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 goods 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods 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:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement 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 purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

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

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

- 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 are 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.