



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

**WS 03 2022/23**

<b>TENDER DESCRIPTION:</b>	<b>TENDER FOR THE MAINTENANCE / REPLACEMENT OF ALL EXISTING CONTROL VALVES, ISOLATING VALVES AND STRAINERS SUPPLYING RESERVOIRS OR CERTAIN PARTS OF THE DISTRIBUTION NETWORK AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD</b>
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**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House,  
320 Madiba Street  
Pretoria CBD  
0002

<b>BID CLOSING DATE</b>	<b>23 AUGUST 2022</b>
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

DEPARTMENT: WATER AND SANITATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
WS 03 2022/23	TENDER FOR THE MAINTENANCE / REPLACEMENT OF ALL EXISTING CONTROL VALVES, ISOLATING VALVES AND STRAINERS SUPPLYING RESERVOIRS OR CERTAIN PARTS OF THE DISTRIBUTION NETWORK AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD	WATER AND SANITATION	Philiswa Mhambi <a href="mailto:philiswamh@tshwane.gov.za">philiswamh@tshwane.gov.za</a> (012) 358 5181 Lukkie Thobejane-Selowe <a href="mailto:Lukkiet3@tshwane.gov.za">Lukkiet3@tshwane.gov.za</a> (012) 358 6282	N/A	23 August 2022 at 10:00

**THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL.**

**Each quotation shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:**

City of Tshwane Metropolitan Municipality  
Tshwane House,  
320 Madiba Street  
Pretoria CBD  
0002

Documents must be deposited in the bid box not later than **10:00 on 23 August 2022** when bids will be opened in public.

- Technical enquiries: Philiswa Mhambi (012 358 5181 or [philiswamh@tshwane.gov.za](mailto:philiswamh@tshwane.gov.za))

- Supply chain enquiries: Lukkie Thobejane-Selowe (012 358 6282 or [lukkiet3@tshwane.gov.za](mailto:lukkiet3@tshwane.gov.za))

**Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
  - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

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**Bidder**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

**A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

**B. PARTNERSHIP**

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

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....  
**Signature**                      **Signature**                      **Signature**

.....  
**Date**                                      **Date**                                      **Date**

**C. ONE-PERSON BUSINESS**

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

.....  
**Signature**                                      **Date**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at .....  
....., Mr/Ms ....., whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**     1. ....

                          2. ....

**E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms ..... , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

## **WATER AND SANITATION**

### **BID NAME**

TENDER FOR THE MAINTENANCE / REPLACEMENT OF ALL EXISTING CONTROL VALVES, ISOLATING VALVES AND STRAINERS SUPPLYING RESERVOIRS OR CERTAIN PARTS OF THE DISTRIBUTION NETWORK AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD:

### **BID NUMBER WS 03 2022/23**

#### **1. INTRODUCTION AND PURPOSE**

The purpose of the tender is to appoint a service provider to do maintenance and replacement of control, isolating valves and strainers supplying reservoirs or certain parts of the distribution network on the City's bulk water system.

#### **2. BACKGROUND**

The City of Tshwane's bulk water section has over 400 hydraulic operated control valves at its reservoir sites and in the distribution network. These valves need to be maintained in order to prevent the city from experiencing overflowing reservoirs, empty reservoirs and pipe bursts in the network due to non-functional valves.

Preventative maintenance of the control valves in the bulk water section helps improve the performance of the valves and the life span of the valves. Failure to maintain these valves may lead to premature replacement of the valves, major repair costs and failure to the system.

#### **3. PROJECT SCOPE**

## SPECIFICATION AND ADDITIONAL CONDITIONS OF TENDER

### SCOPE OF WORK

All existing hydraulic operated control valves, isolating valves on both sides of the control valves as installed in the valve chambers and strainers supplying reservoirs or certain parts of the distribution network, must be maintained and kept operational with minimal damage or service disruptions within the borders of CoT. The cost of servicing will include for all labor, travelling and toll fees where a valve needs to be replaced, the tendered rate will also include for the installation of the complete valve, installation of gaskets, labor, bolts and nuts, installation of the complete Hytrol and pilot valve, supply and installation of all high pressure control circuit pipes, all fittings, etcetera, as well as the calibration of valves to render system operational. CoT will provide replacement isolating valves, hydraulic operated control main valves and pilot valves where needed. Cot will not expect the Bidder to service valves under pressure or unsafe conditions. The Bidder should refer all suspected installations to CoT, or where they experience difficulty isolating control valves. CoT will expect the Bidder to replace valves where they don't have to modify the pipework or part of the pipework of the installation. CoT will replace valves at installations where modification to any pipework is required. All control valves installed or serviced, will be commissioned to suit the particular site requirements, which is available on the IMQS tablet which will be issued to the appointed Bidders. The Water Demand Management Section has installed loggers at various reservoir sites and network control valves, and these loggers are connected to a central control room, Bidders are

requested not to tamper or remove these loggers but to reinstate them once done with the servicing of control valves.

Please take note that all replacement main hydraulic operated control valves, excluding the control circuit piping, isolating valves (butterfly and gate valves) will be provided by City of Tshwane when required.

CITY OF TSHWANE SITES

CITY OF TSHWANE AREAS		
Montana	Nuwe Eesterust	Lotus Gardens
Magalieskruin	Sekampaneng	Atteridgeville LL
Sinoville HL	Temba	Atteridgeville HL
Wonderboom Res	Hammanskraal	Laudium
Wonderboom BPT	Babelegi	Erasmia HL
Magalies Res	Flourana HL	Valhalla
Rooiwal	Flourana LL	Sunderland Ridge
Kruisfontein	Suiderberg	Raslouw
Soshanguve L	Akasia East	Mnandi
Soshanguve DD	Akasia West	Bakenkop
Klipfontein	Akasia	Brakfontein
Mabopane	Magaliesberg	Pretoriusrand
Mabopane Central	Heights HL	Blair Athol
Hospital i.e.in Akasia area	Heights LL	The Reeds
Klipgat	Iskor	Rooihuiskraal
Garankuwa	Pta West LL	Louwlandia
Garankuwa Industrial	Hercules West	Doringkloof
Garankuwa West	Hercules East	Clifton
Winterveld	Pta West HL	Eesterust
Cornwall Hill Int	Queenswood	Mamelodi R1
Pierre Van Ryneveld	Kilnerpark	Mamelodi R2
monument park 2	Waverley HL	Mamelodi R3
Erasmusrand	Waverley LL	Mamelodi R4
Monument Park	Villieria	Franspoort

Klapperkop	Moreleta	Cullinan
Waterkloof East	Lynnwood	Refilwe
Waterkloof	Parkmore LL	Rayton
Carina Street	Parkmore HL	Onverwacht
Muckleneuk	Constantia Park	Bronkhorstbaai
Findlay	Elarduspark	Summerplace
Salvokop	Mooikloof	Zithobeni
Hospital (Voortrekker Road)	Koedoesnek HL	Ekandustria
Meintjieskop	Koedoesnek LL	Nooitgedacht
Waterkloof Ridge 2	Murrayfield	

**NB:**

The City is continuously developing, as a result the area of jurisdiction will not be limited to the suburbs listed above. The Tender will be awarded as a whole.

Sub contraction of any part of the Contract will not be permitted

### 3.1 OVERVIEW AND EXTENT OF THE WORKS

#### 3.1.1 Servicing of pilot valves and control valve systems

The servicing cost will include for all costs encountered by the appointed Bidder, including but not limited to labor, travelling, toll, provision of tools, etc.

The Bermad actuator will be replaced by a reconditioned actuator supplied from Bermad. Bermad however also provides spares in a pre-packed system, which will include all components for servicing the different parts of the valve. If the bidder tenders on this basis, the exact price of such a pre-packed spare container must be provided, as well as all components in such a pre-packed system. If this detail is not provided, the tender will not be considered.

Proposed procedure:

- A valve may be closed only after an acceptable water level in the reservoir is assured.
- The complete control system must be stripped and checked for blockages and any other defaults in accordance with the maintenance procedure as described by the relevant supplier.
- The Bidder shall check and maintain all restrictors, needed valves, y-strainers, shut-off valves, control piping systems and position indicators.
- Pilot valves must be stripped, and the diaphragm and seat must be inspected.
- Valve must be cleaned and serviced and damaged parts replaced if necessary.
- The valve must be operational and functional after installing the pilot valve and accessories.
- An electronic inspection form must be completed and handed in on a memory stick at the office of the Employer after every service. The inspection form will indicate clearly the name of the valve, as well as the pressure class of the valve and flange drilling table. Training in the completion of the datasheets will be provided if requested.

#### 3.1.2 Servicing of basic valves

- The complete valve must be stripped and cleaned in accordance with the maintenance procedure described by the relevant supplier.
- Defective diaphragms must be replaced and brought under the attention of the Employer. All replaced components would be handed to the relevant person in charge of the region in the same week it was replaced.
- Seat screws must be tightened properly to prevent damage to the “o-ring”.
- All parts must function properly before reassembling the valve.
- The control valve will be marked by high quality enamel paint on the valve body with its own unique reference number.

#### 3.1.3 Cleaning of dirt boxes

- The complete dirt box must be stripped and cleaned.
- The strainer must be inspected for any damage.
- Cover screws must be tightened properly to prevent damage to the seal of the top cover.
- An inspection form must be completed and handed in at the office of the Employer after the cleaning of dirt boxes, in the form of a spreadsheet compatible with Microsoft Excel. A typical spreadsheet is available that can be used.

### 3.1.4 Supply of new dirt boxes

- Dirt boxes will be of similar pattern as the Bermad Model 70F type, which consist of a ductile iron body, with the cover manufactured from steel, the basket to be from grade 304 Stainless Steel, and all seals be NBR rubber.
- The flanges to the rating of the PRV/Meter installed will be supplied.
- Coating will be Fusion Bonded Epoxy, RAL5005 (Blue)
- The basket holes will be:
  1. Up to 50mm strainer 1,5mm diameter
  2. 75 – 100mm Strainer 3,0mm diameter
  3. 150 -500mm Strainer 5,0mm Diameter
- A Full-Bore ball valve will be installed on the Strainer's blow off port.
- Ports for the installation of pressure gauges on the upstream and downstream side of the strainer basket will be available, diameter of hole to be 10mm min.

### 3.1.5 Servicing of isolating valves

- All Isolating valves shall be checked for leaks on glands and stems as per the relevant manufacturer's requirements.
- Leaks shall be reported with submission of the service form of the control valve.
- The Bidder is requested to open and close or close and open valves to ensure the operation of the valve. (also determine whether a valve seals off or not)
- Valves will be checked for rust and be painted with the relevant primer and seal coat, to the same color of the existing valve.
- Ball thrust bearing should be inspected and greased as per the relevant manufacturer's requirement.
- Inspect and grease valves with gearboxes as per relevant manufactures requirements.
- An inspection form must be completed and handed in at the office of the Employer, indicating any defect that requires replacement of the valve. This form must indicate the name and pressure class of the valve and all flange drilling tables.
- Defective isolating valves in control chambers will only be replaced on instruction from the Engineer or person in charge of the area. The replacement valve will be supplied by City of Tshwane. The Bidder should make provision for new bolts, nuts, washers and gaskets in the rates tendered to replace the valve. Gaskets will be Klinger type or similar approved and will be of a specially formulated non-asbestos fiber-based material. Based on high performance inorganic or organic fibers blended with elastomeric compounds.

### 3.1.6 Defects and liability period

The defects and liability period as specified in the General Conditions of Contract shall be 12 months from the date of the issue of the invoice was submitted.

This implies that the Bidder's liability period will commence after the work has been completed.

No additional payment will be made if the Bidder is called back to any of his previous work sites, due to bad workmanship/malfunctioning of valves or any other related queries that need to be resolved.

### 3.1.7 General

Drawings and inspection forms on A4 paper and on electronic format, shall be provided by the appointed Bidder showing the layout of each control valve chamber, with the position of the control valve and all other components within the chamber. This drawing will be done to exact scale, and enough detail will be provided to locate and determine the exact function and layout of the chamber. Digital photos, on a removable computer drive, showing the chamber will be provided, and the unique reference number should be visible on the photo/photos. All information will be submitted to the office of the Employer, and no payment will be effected before all information is received as stated.

Drawings (in duplicate, one laminated) on A4 paper shall be provided by the appointed Bidder for each control valve, showing the exact piping, type of pilot valves, settings, etc. as well as a digital photo showing each control valve within the chamber stating its unique reference number. The digital data may be provided on a removable disk. A GPS coordinate will furthermore be provided to be able to position the chamber, and the position of the coordinate with reference to the chamber will be clearly indicated. This coordinate will be recorded with sub meter accuracy, differential Global Positioning system. Please note this is not a typical Garmin or Tom Tom device, but a proper land surveying instrument.

It must further be noted by the tenderer that the area of jurisdiction of the CoT is divided into specific areas, managed by a specific person, for bulk water supply. Accounts for work performed within each area will be submitted to the person in charge of the area, which will approve and manage payment. The specific person in charge of each area will be provided to the successful bidder at appointment.

### 3.1.8 Requirements when replacing damaged/worn-out control valve components

The Bidder will provide all damaged components to the person responsible for the area where the control valve is situated. Digital photos indicating the damaged part whilst in position will be taken and handed with the damaged components. It is required that such detail and spares be provided in the same week that repairs are done. No payment will be effected before receipt of information substantiating the claim.

### 3.1.9 Initial Surveying

The person responsible for an area might request the Bidder to perform an initial survey of suspected installations before servicing the valves. The purpose of this initial survey will be to determine the quantity and condition of the installation and the Bidder should assess the complete installation, which should include coordinates, mimics, measurements of chamber and pipe installation, number and sizes of valves and pipes, inspection of isolating valve dirt boxes and control valves. Please take note that this item will only be used once authorized by CoT's person responsible for the area. Payment will be for each pipe diameter surveyed. (Chamber with two parallel pipes systems equals two chambers)

## 4. REPLACEMENT OF CONTROL VALVES

The person in charge of the specific area will approve the replacement of control valves damaged beyond repair. The tendered rate will include for the installation of such valve, all labor and travelling as well as all Klingertite type gaskets for water proofing, complete with all new galvanized bolts to fit the valve. The Bidder will provide all flexible high-pressure piping, fittings, etc. to connect the pilot supplied by CoT to the main control valve.

The valves will conform to the following requirements:

### 4.1 BERMAD CONTROL VALVE

#### 4.1.1 Main Valve

The control valves will be provided by the CoT and shall be centre-guided, diaphragm-actuated, globe valve of oblique (Y) or angle pattern design, WW 700 ES Series valve. The body shall have a replaceable raised stainless-steel seat ring. The valve shall have an unobstructed flow-path, with no stem guides, bearings, or supporting ribs. The body and cover shall be ductile iron. All external bolts, nuts and studs shall be Duplex coated. All valve components shall be accessible and serviceable without removing the valve from the pipeline.

#### 4.1.2 Actuator

The actuator assembly shall be double chambered with an inherent separating partition between the lower surface of the diaphragm and the main valve. The entire actuator assembly (seal disk to top cover) shall be removable from the valve as an integral unit. The stainless-steel valve-shaft shall be centre-guided by a bearing in the separating partition. The replaceable radial seal disk shall include a resilient seal and shall be capable of accepting a V – Port Throttling Plug by bolting.

#### 4.1.3 Control System

The control system will be provided by CoT and consist of a 2-way adjustable, modulating, pressure reducing pilot valve, a needle valve, isolating cock valves, and a filter. All fittings shall be forged brass or stainless steel. The assembled valve shall be hydraulically tested, and factory adjusted to customer requirements.

#### 4.1.4 Quality Assurance

The valve manufacturer shall be certified according to the ISO 9001 Quality Assurance Standard. The valve shall be certified as a complete drinking water valve according to NSF, WRAS and other recognized standards.

### 4.2 CLA-VAL SERIES 100-01 (GE) HYTROL VALVE (MAIN VALVE)

#### 4.2.1 Construction and Design

##### Main Valve

The valve as supplied by the CoT, shall be a self-acting, hydraulically operated, diaphragm actuated, globe type design. The valve shall consist of three major components such as the body, cover, and the diaphragm assembly. The diaphragm assembly shall be the only moving component, separating the operating pressure from the line pressure.

No separate chambers shall be allowed between the main valve cover and body. The valve body and cover shall be cast in BS 1452 Grade 260 material,

protected against corrosion by 250 micrometer of fusion bonded epoxy powder.

The valve shall contain a resilient, synthetic rubber disc, with a rectangular cross-section supported on all four sides by a disc retainer and disc guide. No O-ring type seals (circular, square, or quad type) shall be permitted as the sealing surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the disc firmly, preventing the possibility of being dislodged. The disc retainer shall be of a sturdy one-piece design. It shall have straight edge sides and a radius at the top edge to prevent excessive diaphragm wear as the diaphragm flexes across this surface.

The diaphragm assembly containing a non-magnetic stainless steel stem with sufficient diameter to withstand high differential pressures shall be fully guided at both ends by a bearing in the valve cover, and an integral bearing in the valve seat, cast in stainless steel material dissimilar to that of the stem. The stem shall be drilled and tapped in the cover end to receive any accessories as may be deemed necessary.

The flexible, non-wicking diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The center hole for the main valve stem must be sealed by vulcanization. The diaphragm must withstand a Mullins Burst Test of a minimum of 41bar per layer of nylon fabric and shall be cycle tested 100,000 times to insure longevity. The diaphragm shall not be used as the seating surface, and shall be fully supported in the valve body and cover

by machined surfaces, either in the fully opened or fully closed positions.

To ensure the ease of maintenance, any necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the main valve body from the pipeline. The diaphragm assembly shall be a singular component, removable by lifting it vertically from the valve seat without the need of removing any locating screws. The main valve seat and the stem bearing in the valve cover shall be replaceable. To ensure proper alignment of the valve stem, the valve body and cover shall be machined with circular locating edges. The "pinned cover" method shall not be permitted.

The valve shall be capable of withstanding a velocity of flow in the pipeline as high as 6.1 meters per second and shall be capable of differential pressure ratios as high as 3:1. Under these conditions the valves shall not suffer from damage as a result of cavitation.

### 4.3 CLA-VAL SERIES 100-20 (NGE) HYTROL VALVE (MAIN VALVE)

#### 4.3.1 Construction and Design

##### Main Valve

The valve as supplied by the CoT, shall be a self-acting, hydraulically operated, diaphragm actuated, globe type design. The diaphragm assembly shall be the only moving component, separating the operating pressure from the line pressure.

No separate chambers shall be allowed between the main valve cover and body. The valve body and cover shall be cast in Ductile Iron SG42 and protected against corrosion by 250 micrometer of fusion bonded epoxy powder.

The valve shall have a reduced internal port (seat) which enables the valve to control greater differential pressures without the occurrence of cavitation. The internal passages prevent destructive cavitation implosions from occurring on the valve body walls.

The valve shall contain a resilient, synthetic rubber disc, with a rectangular cross-section supported on all four sides by a disc retainer and disc guide. No O-ring type seals (circular, square, or quad type) shall be permitted as the sealing surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the disc firmly, preventing the possibility of being dislodged. The disc retainer shall be of a sturdy one-piece design. It shall have straight edge sides and a radius at the top edge to prevent excessive diaphragm wear as the diaphragm flexes across this surface. No hourglass-shaped disc retainers shall be permitted, and no V-type or slotted type disc guides shall be used.

The diaphragm assembly containing a non-magnetic stainless steel stem with sufficient diameter to withstand high differential pressures shall be fully guided at both ends by a bearing in the valve cover, and an integral bearing in the valve seat, cast in stainless steel material dissimilar to that of the stem. No center guides, V-notch systems acting as secondary bearings or piston actuated designs shall be permitted. The stem shall be drilled and tapped in the cover end to receive any accessories as may be deemed necessary, and no gland seals shall be permitted.

The flexible, non-wicking diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The center hole for the main valve stem must be sealed by vulcanization. The diaphragm must withstand a Mullins Burst Test of a minimum of 41bar per layer of nylon fabric and shall be cycle tested 100,000 times to insure longevity. The diaphragm shall not be used as the seating surface and shall be fully supported in the

valve body and cover by machined surfaces, either in the fully opened or fully closed positions.

To ensure the ease of maintenance, any necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the main valve body from the pipeline. The diaphragm assembly shall be a singular component, removable by lifting it vertically from the valve seat without the need of removing any locating screws. The main valve seat and the stem bearing in the valve cover shall be replaceable. To ensure proper alignment of the valve stem, the valve body and cover shall be machined with circular locating edges. The "pinned cover" method shall not be permitted.

The valve shall be capable of withstanding a velocity of flow in the pipeline as high as 7.5 meters per second and shall be capable of differential pressure ratios as high as 4:1. Under these conditions the valves shall not suffer from damage as a result of cavitation.

#### 4.4 CLA-VAL SERIES 40-01 RATE OF FLOW CONTROL VALVE

##### Function

The valve shall limit flow to a preset maximum regardless of changing pipeline conditions.

##### Pilot Control System

The pilot system shall be a direct acting, two-way diaphragm valve designed to throttle when the controlling differential pressure exceeds the adjustable spring setting. This pilot valve shall be designed specifically to be a differential pressure controller, utilizing remote sensing ports. The use of general-purpose, three-way controllers shall not be permitted. The pilot controller shall be held open by the force of the compression on the spring above the diaphragm and it shall close when the force created by the pressure acting on the underside of the diaphragm, exceeds the spring force. The total stem movement from fully open to fully close shall not exceed one millimeter and shall not cause the modulus of the spring to change as a result of over-compression.

The pilot control system shall contain a separate removable fixed orifice. Variable orifices or integral orifices in the pilot controllers shall not be permitted. It shall be equipped with a lock nut on the adjusting screw, and fitted with a protective cap, equipped with a lead-seal feature to prevent or indicate tampering.

A replaceable orifice plate contained in a flange assembly and equipped with sensing ports shall be included and mounted one to five pipe diameters downstream of the main valve. It shall be connected to the pilot valve by means of separate sensing lines.

#### 4.5 CLA-VAL SERIES 50-01 PRESSURE SUSTAINING VALVE

##### Function

The pressure at the inlet of the valve shall be controlled to a preset minimum regardless of changing pipeline conditions.

##### Pilot Control System

The pilot system shall be a direct acting, two-way diaphragm valve designed to open when the pressure at valve inlet exceeds the adjustable spring setting. This pilot valve shall be designed specifically to be a pressure relief or pressure-sustaining controller, utilizing a remote sensing port. The use of general-purpose, three-way controllers shall not be permitted. The pilot controller shall be held closed by the force of the compression on the spring above the diaphragm and it shall close when the force created by the pressure acting on the underside of the diaphragm, exceeds the spring force. The total stem movement from fully open to fully closed shall not exceed one millimeter and shall not cause the modulus of the spring to change as a result of over-compression.

The pilot control system shall contain a separate removable adjustable orifice. Integral orifices in the pilot controllers shall not be permitted. It shall be equipped with a lock nut on the adjusting screw, and fitted with a protective cap, equipped with a lead-seal feature to prevent or indicate tampering.

The pilot control system shall be quick acting during the opening cycle, but slow closing to prevent further pressure waves. The pressure at valve inlet shall be connected to the pilot valve by means of a separate sensing line.

#### 4.6 CLA-VAL SERIES 90-01 PRESSURE REDUCING VALVE

##### Function

The valve shall control the downstream pressure, or pressure at valve outlet, to a preset maximum regardless of changing pipeline conditions.

##### Pilot Control System

The pilot system shall be a direct acting, two-way diaphragm valve designed to throttle when the downstream pressure exceeds the adjustable spring setting. This pilot valve shall be designed specifically to be a direct acting pressure controller. The use of general-purpose, three-way controllers shall not be permitted. The pilot controller shall be held open by the force of the compression on the spring above the diaphragm and it shall close when the force created by the pressure acting on the underside of the diaphragm, exceeds the spring force. The total stem movement from fully open to fully

closed shall not exceed one millimeter and shall not cause the modulus of the spring to change as a result of over-compression.

The pilot control system shall contain a separate removable fixed orifice. Variable orifices or integral orifices in the pilot controllers shall not be permitted. It shall be equipped with a lock nut on the adjusting screw, and fitted with a protective cap, equipped with a lead-seal feature to prevent or indicate tampering.

#### 4.7 CLA-VAL SERIES 210-01 ALTITUDE CONTROL VALVE FOR ONE-WAY FLOW

##### Function

This valve shall control the high-water level in reservoirs by sensing and reacting on the reservoir head. It shall be a non-throttling type valve and shall be designed for one-way flow only.

##### Pilot Control System

The pilot control system shall consist of a 3-way, altitude pilot with a covered, centered spring and 200mm sensing diaphragm, an isolating cock valve, a 3-way cock valve and filter. All fittings shall be forged brass or stainless steel. The assembled valve shall be hydraulically tested. The adjustment range of the pilot valve will be typically 2-14 m. If any other range is specified, the centered spring will be changed at no cost to the CoT. The diaphragm will be an NBR (BUNA N) material. The centered spring will be of stainless steel.

A valve position indicator shall be installed on the main valve cover and shall consist of a brass indicator rod fastened to the main valve stem. It shall move up and down inside a clear Pyrex tube contained in a bar brass housing, open on two sides to permit clear vision of the brass indicator rod.

The valve pilot system shall contain shut-off cocks and manual operator, as well a flow clean strainer, which shall project into the flow stream where the current caused by this projection shall have a self-cleaning effect on the screen. Foreign particles larger than 0.4mm shall be removed from the pilot system supply.

#### 4.8 CLAY-VAL PILOT VALVES

##### 4.8.1 MODEL CRD

## Function

The Cla-Val Model CRD pressure reducing control automatically reduces a higher inlet pressure to a lower outlet pressure.

## Construction and Design

The pilot is a direct acting, spring loaded, diaphragm type control regulator that operates hydraulically or pneumatically. These valves are held open by the force of the compression spring above the diaphragm and close when the downstream pressure acting on the underside of the diaphragm exceeds the spring setting. The CRD senses downstream pressure directly.

### 4.8.2 MODEL CRL-60

#### Function

The Cla-Val model CRL-60 pressure relief valve is a direct acting, spring loaded, diaphragm type relief valve. It can be used as a standalone pressure relief but is often used as a pressure relief pilot control for Cla-Val Hytrol valves.

### 4.8.3 MODEL CDHS 18

#### Function

The Cla-Val model CDHS-18 differential control valve is normally open, spring-loaded, diaphragm type pilot valve that operates hydraulically and is designed to close on a rising differential pressure. It provides accurate differential pressure control for rate of flow control.

### 4.8.4 3/8 HYTROL VALVE 100 KR

#### Construction and Design

The Cla-Val model 100KR Hytrol valve is a main valve for Cla-Val automatic control valves. It is hydraulically operated, diaphragm-actuated, globe or angle pattern valve.

The valve consists of three major components; body, diaphragm assembly and cover. The diaphragm assembly is the only moving part. The diaphragm assembly uses a diaphragm of nylon fabric bonded with synthetic rubber. A synthetic rubber disc guide forms a seal with the valve seat when pressure is applied above the diaphragm. The diaphragm assembly forms a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure.

#### 4.9 SINGER PILOT VALVES MODEL 160

##### Construction and Design

The pilot shall be singer Model 160, with the spring range specified

The normally open pilot shall be of bronze construction with a spring to adjust the pressure setting.

The pilot seat, stem, yoke and inner valve shall be stainless steel 316 construction and the inner valve shall have EPDM resilient compound for seating. The EPDM compound must be bonded permanently to the inner valve and be ground flat and square to assure maximum performance.

The pilot stem shall be guided by a Delrin bushing in the spring casing above the diaphragm and totally removed from the flow water in the main pilot chamber. The pilot guide and stem location above the diaphragm shall eliminate debris buildup and sticking as well as minimize turbulence and false readings on the diaphragm.

The pilot shall be self-cleaning and self-flushing by locating the outlet in the bottom of the pilot ninety degrees to the inlet.

#### 4.9 SINGER PILOT VALVES MODEL 81

##### Construction and Design

The pilot shall be a Singer Model 81, with the spring range specified

The inner valve shall be of stainless steel 316 construction and the inner valve and the inner valve shall have EPDM resilient compound or seating. The EPDM compound must be bonded permanently to the inner valve and be ground flat and square to assure maximum performance.

The pilot shall be self-cleaning by locating the inlet directly into the set area through the bottom of the pilot and the outlet ninety degrees to the inlet.

A separate port will sense pressure either upstream or downstream (subject to application) to open the pilot and therefore the main valve when system pressure exceeds the pilot set-point.

#### 4.10 UNFORSEEN SITE VISITS

The Service provider is entitled to claim an unforeseen site visit, only when the Service provider cannot continue with the work: due to wrong addresses issued, chambers locked with a padlock other than that used by the Department, unrest on arrival on site, or where residents force the Service provider to vacate the site before starting with the work, chambers or installations flooded or vandalized.

## **5 PERSONNEL, VEHICLES, COMPONENTS, EQUIPMENT AND GENERAL REQUIREMENTS**

- It is expected of the Bidder to supply all personnel, equipment, components and vehicles for execution of the work.
- That all new laborer's to be employed be obtained from the Council's approved indigent register which can be obtained from the Department Social Development.
- The prospective Bidder must include the following documentation with the quotation document:

5.1 The prospective Bidder must supply the full details of personnel, equipment, components, and vehicles for execution of the work including the address where vehicles, implements and equipment can be inspected. Contract Implementation Details and Requirements: Equipment Details". The vehicles, components and equipment will be inspected at the address provided, given a seven (7) day notification.

5.2 The vehicles, components and equipment of the appointed Bidder will be inspected and approved or rejected by the appointed official of the Executive Director: Water and Sanitation before the appointment of the prospective Bidder.

5.3 Proof that the aforesaid vehicles, components, and equipment are comprehensively insured must be submitted within seven (7) days after the CoT requested the information.

5.4 A certified copy of an unendorsed public drivers permit and license of the driver(s) of the aforesaid vehicles; must be submitted when requested by the CoT. The Bidder shall during the currency of the contract ensure that:

- (a) the vehicles, components and equipment are roadworthy.
- (b) the vehicles, components and equipment are in a good state or repair.
- (c) the vehicles, components and equipment are comprehensively insured.

## **6 OCCUPATIONAL HEALTH AND SAFETY**

The successful Bidder will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended. Further information in this regard may be obtained from the Director: Occupational Health and Safety, at telephone number 012 358 0069.

The Bidder will ensure compliance to the OHSA Act with regards to all equipment and protective clothing. Any equipment that might cause injury to

workers will not be permitted on any reservoir site, and if any faulty equipment or people without the proper protective clothing are found on site, these will be removed immediately.

#### 6(a) Personal & Other Protective Equipment

The Bidder is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Bidder is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Bidder, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Bidder may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has blatantly abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any CITY OF TSHWANE projects:

- Protective overalls with reflective strips on arms and legs
- Protective footwear and hand protection
- Protective headwear
- Eye/face protection

#### 6(b) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp plug point and is moved around for use in the workplace.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorized persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

#### Portable Electrical Tools

- Must always be maintained in good condition to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

#### Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered.
- Inspections must concentrate on plug, cord, switch and any obvious faults when used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above.

#### 6(c) Public Health & Safety

The Principal Bidder will be responsible for ensuring that non-employees affected by the maintenance work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:

- Non-employees entering the site for whatever reason
- The surrounding community
- Passersby to the site
- Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

#### 6(d) Non-compliance with the OH&S act and regulation

The foregoing is a summary of parts of the OH&S act and regulations applicable to all maintenance projects.

The Bidder, as employer for the execution of the contract, shall ensure that all provisions of the OH&S act and regulations applicable under the consideration are complied with to the letter. Non-compliance to the OHS Act render the Bidder guilty and liable to a fine or imprisonment as stated in the Act. The Bidder will furthermore be fined by the CoT with R1000-00 for each and every incident found on site and this R1000-00 will be deducted from the payment certificate.

### 7. TRAINING

The Bidder will have to interview and appoint trainees on contract. The tendered rate should include the rate for labors as published in the government gazette plus a percentage which should cover all expenses by the Bidder for example: training, PPE, admin, food, etcetera, Cot would not expect the Bidder to train these candidates to the level of a Planning engineer or Technical Specialist. The purpose of the training is to have candidates available at the end of each year which would be able to either strip or service a basic control valve themselves or to assist the artisan plumber performing the task. Technical skills in the field are very limited and this and this programme would help sharing knowledge and experience. The Bidder will have to submit a breakdown of all cost. The Bidder will have to submit progress report of each trainee to CoT on a monthly basis. CoT will provide

the approved spreadsheet on which the Bidder should capture information on a monthly basis. The Bidder is requested to issue a certificate to all successfully trained candidates at the end of their training.

- The Bidder shall provide an economic plan which will include the job creation plan (i.e. skills required and the number for each skill). The job creation plan where applicable should include interns. Each of the successful Bidders shall train at least two (2) artisan assistants from the local community per annum (in total six (6) artisan assistants over a three (3) year period).
- The Bidder shall provide details of all training provided, through on site, accredited training, and formal training for employees at all levels to ensure they enhance their competence, and are able to provide the required operation and maintenance skills across the various process streams. This shall also include Safety Health Environment and Quality (SHEQ) training.  
The Bidder shall also detail the capacity building and skills transfer initiatives to be implemented so that the City can manage the facility on contract completion, in a seamless and sustainable manner.

## **8. DELIVERABLES**

The successful bidder must submit a comprehensive project schedule that clearly indicates the deliverable milestones, costs, time frames, delivery dates and progress reports.

## **9. ADMINISTRATIVE COMPLIANCE**

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

## **10. EVALUATION CRITERIA**

The bid will be evaluated in the following stages:

- Stage 1: Administrative compliance
- Stage 2: Functionality
- Stage 3: The 90/10 point system as prescribed in the Preferential Procurement in accordance with Regulations 2017.

## 10.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

## 10.2 STAGE 2

### FUNCTIONALITY CRITERIA

CRITERIA	EVALUATION CRITERIA	SCALE	WEIGHT	POSSIBLE HIGH SCORE
Bidder's comprehensive company profile with specific reference to the previous performance and experience relevant to the scope of the work. (Attach proof of Reference/appointment letter signed on company letterhead of previous employer and stamped, indicating period and value of contract and telephone numbers of contactable references) with respective Completion Certificates	0 Appointment letters /References signed on Company letterhead	0		
	1-3 Appointment letters /References signed on Company letterhead with respective Completion Certificates	1		
	4-6 Appointment letters /Reference signed on Company letterhead with respective Completion Certificates	3	8	40
	>7 Appointment letters/References signed on Company letterhead with respective Completion Certificates	5		
Local economic participation. (Proof in the form of a municipal utility account from bidders' local government where business resides will be	South African Companies outside the Gauteng province	1		
	Companies within the Gauteng	2	5	15

accepted OR Lease Agreement)	province			
	Companies within Tshwane	3		

CV's with specific reference to hydraulic operated control valves training of all employees and management directly involved with the servicing of valves.	None	0		
Bidders to submit certificates of each employee with a minimum of a plumbing certificate with preference given to certificates with operating and maintaining large bore hydraulic operated control valves	CV's and certificates with limited relevant technical experience and training to operate and maintain various control valve brands for 3-5 years	3	9	45
	CV's and certificates with extensive relevant technical experience and training to operate and service various control valve brands for >5 years	5		
TOTAL				100

The minimum qualifying score for functionality is 70 out of a maximum of 100

Tenders that are valid and responsive in terms of the afore-going clauses will be evaluated for functionality on the following criteria

- 11.2.1 No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100.
- 11.2.2 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring as functionality points for each Evaluation Criteria
- 11.2.3 Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference in clause 1.6.5 above.

### **11.4 STAGE 3**

90/10 Preference Point System as prescribed in Preferential Procurement in accordance with regulation 2017.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of a valid B-BBEE level rating certificate or signed Sworn Affidavit as per Department of Trade and Industry template.

### **12 SUBCONTRACTING**

The Bidder will not be permitted to subcontract any part of this contract.

### **13 TYPE OF AGREEMENT REQUIRED**

A Service Level Agreement to be completed after the appointment.

### **14 VALIDITY PERIOD**

The validity period for the tender after closure is 90 days.

### **15 MATERIAL NUMBER**

Indicate the material number/s for the services or products to be procured.

## PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT (excl VAT)
<b>A</b>	<b>SERVICE OF BASIC VALVES</b>				
A1.1	50mm diameter	ea	18		
A1.2	80mm diameter	ea	80		
A1.3	100mm diameter	ea	80		
A1.4	150mm diameter	ea	160		
A1.5	200mm diameter	ea	150		
A1.6	250mm diameter	ea	150		
A1.7	300mm diameter	ea	60		
A1.9	400mm diameter	ea	6		
<b>B</b>	<b>SERVICE OF PILOT VALVES</b>				
B1.1	PRV – pilot	ea	600		
B1.2	Altitude valves – pilot	ea	112		
B1.3	Float valves - pilot	ea	40		
B1.4	3/8" Hytrol	ea	120		
B1.5	½" Y strainer	ea	400		
B1.6	½" x 3/8" Reducing bush	ea	240		
B1.7	3/8" x ¼" Reducing bush	ea	100		

B1.8	3/8" Mail stud connector	ea	300		
B1.9	Heavy nylon duty tube	ea	200		
B1.10	3/8" Screwed brass T-piece	ea	200		
B1.11	3/8" Hex nipples	ea	400		
B1.12	3/8" Elbows	ea	100		
B1.13	3/8" x 1/4" Male quick couplers	ea	300		
B1.14	1/4" Hex nipples	ea	200		
B1.15	1/4" Brass T-piece	ea	20		
B1.16	1/4" Mail stud connector	ea	20		
B1.17	3/8" 1.0mm Restriction tube fitting	ea	10		
B1.18	3/8" 1.5mm Restriction tube fitting	ea	10		
B1.19	3/8" 2.0mm Restriction tube fitting	ea	150		
B1.20	3/8" 2.5mm Restriction tube fitting	ea	10		
B1.21	1/4" 1.0mm Restriction tube fitting	ea	10		
B1.22	1/4" 1.5mm Restriction tube fitting	ea	10		
B1.23	1/4" 2.0mm Restriction tube fitting	ea	10		
B1.24	1/4" 2.5mm Restriction tube fitting	ea	10		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>C</b>	<b>SPARES REPLACEMENT ON CLAYTON TYPE CONTROL VALVES</b>				
<b>C1.1</b>	<b>50mm and 80mm Clayton control valves</b>				
C1.1.2	Diaphragm	ea	10		
C1.1.3	Spacer Washer	ea	4		
C1.1.4	Disc Retainer	ea	4		
C1.1.5	Sealing Disc	ea	4		
C1.1.6	Diaphragm washer	ea	4		
C1.1.7	Disc guide	ea	4		
C1.1.8	Spring	ea	4		
C1.1.9	Stem nut	ea	4		
<b>C1.2</b>	<b>100mm Clayton control valves</b>				
C1.2.2	Diaphragm	ea	16		

C1.2.3	Spacer Washer	ea	10		
C1.2.4	Disc Retainer	ea	12		
C1.2.5	Sealing Disc	ea	6		
C1.2.6	Stem	ea	2		
C1.2.7	Seat	ea	2		
C1.2.8	Seat O Ring	ea	2		
C1.2.9	Position Indicator	ea	2		
C1.2.10	Diaphragm washer	ea	4		
C1.2.11	Disc guide	ea	4		
C1.2.12	Spring	ea	4		
C1.2.13	Stem nut	ea	4		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>C1.3</b>	<b>150mm Clayton control valves</b>				
C1.3.1	Cover bearing	ea	2		
C1.3.2	Diaphragm	ea	30		

C1.3.3	Spacer Washer	ea	10		
C1.3.4	Disc Retainer	ea	20		
C1.3.5	Sealing Disc	ea	16		
C1.3.6	Stem	ea	8		
C1.3.7	Seat	ea	4		
C1.3.8	Seat O Ring	ea	4		
C1.3.9	Position Indicator	ea	6		
C1.3.10	Diaphragm washer	ea	4		
C1.3.11	Disc guide	ea	4		
C1.3.12	Spring	ea	4		
C1.3.13	Stem nut	ea	4		
<b>C1.4</b>	<b>200mm Clayton control valves</b>				
C1.4.1	Cover bearing	ea	4		
C1.4.2	Diaphragm	ea	34		
C1.4.3	Spacer Washer	ea	10		
C1.4.4	Disc Retainer	ea	40		
C1.4.5	Sealing Disc	ea	14		
C1.4.6	Stem	ea	8		
C1.4.7	Seat	ea	4		
C1.4.8	Flat Head Screws	ea	20		
C1.4.9	Seat O Ring	ea	4		
C1.4.10	Position Indicator	ea	8		
C1.4.11	Diaphragm washer	ea	4		

C1.4.12	Disc guide	ea	4		
C1.4.13	Spring	ea	4		
C1.4.14	Stem nut	ea	4		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>C1.5</b>	<b>250mm Clayton control valves</b>				
C1.5.1	Cover bearing	ea	2		
C1.5.2	Diaphragm	ea	14		
C1.5.3	Spacer Washer	ea	6		
C1.5.4	Disc Retainer	ea	16		
C1.5.5	Sealing Disc	ea	10		

C1.5.6	Stem	ea	2		
C1.5.7	Seat	ea	4		
C1.5.8	Flat Head Screws	ea	28		
C1.5.9	Seat O Ring	ea	4		
C1.5.10	Position Indicator	ea	2		
C1.5.11	Diaphragm washer	ea	6		
C1.5.12	Disc guide	ea	6		
C1.5.13	Spring	ea	6		
C1.5.14	Stem nut	ea	6		
<b>C1.6</b>	<b>300mm Clayton control valves</b>				
C1.6.1	Cover bearing	ea	4		
C1.6.2	Diaphragm	ea	36		
C1.6.3	Spacer Washer	ea	12		
C1.6.4	Disc Retainer	ea	20		
C1.6.5	Sealing Disc	ea	10		
C1.6.6	Stem	ea	4		
C1.6.7	Seat	ea	6		
C1.6.8	Flat Head Screws	ea	32		
C1.6.9	Seat O Ring	ea	6		
C1.6.10	Position Indicator	ea	6		
C1.6.11	Diaphragm washer	ea	10		
C1.6.12	Disc guide	ea	10		
C1.6.13	Spring	ea	10		
C1.6.14	Stem nut	ea	10		

Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>C1.7</b>	<b>50 &amp; 80mm valve PN 25/40</b>				
C1.7.1	Diaphragm	ea	2		
<b>C1.8</b>	<b>100mm valve PN 25/40</b>				
C1.8.1	Diaphragm	ea	2		
<b>C1.9</b>	<b>150mm valve PN 25/40</b>				
C1.9.1	Diaphragm	ea	4		
<b>C1.10</b>	<b>200mm valve PN 25/40</b>				
C1.10.1	Diaphragm	ea	4		
<b>C1.11</b>	<b>250mm valve PN 25/40</b>				

C1.11.1	Diaphragm	ea	6		
<b>C1.12</b>	<b>300mm valve PN 25/40</b>				
C1.12.1	Diaphragm	ea	6		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>D</b>	<b>SPARES REPLACEMENT ON BERMAD TYPE CONTROL VALVES</b>				
<b>D1.1</b>	<b>50mm Bermad control valve</b>				
D1.1.1	Replacement Actuator	ea	6		
D1.1.2	V Port throttling Plug	ea	2		
D1.1.3	Resilient seal	ea	8		
D1.1.4	Diaphragm	ea	8		
D1.1.5	“O” Ring kit	ea	6		

D1.1.6	Bearing	ea	6		
D1.1.7	Shaft	ea	4		
D1.1.8	Seat	ea	4		
D1.1.9	Seal disc	ea	4		
<b>D1.2</b>	<b>80mm Bermad control valve</b>				
D1.2.1	Replacement Actuator	ea	8		
D1.2.2	V Port throttling Plug	ea	2		
D1.2.3	Resilient seal	ea	6		
D1.2.4	Diaphragm	ea	6		
D1.2.5	“O” Ring kit	ea	6		
D1.2.6	Bearing	ea	6		
D1.2.7	Shaft	ea	4		
D1.2.8	Seat	ea	4		
D1.2.9	Seal disc	ea	4		
<b>D1.3</b>	<b>100mm Bermad control valve</b>				
D1.3.1	Replacement Actuator	ea	16		
D1.3.2	V Port throttling Plug	ea	4		
D1.3.3	Resilient seal	ea	6		
D1.3.4	Diaphragm	ea	6		
D1.3.5	“O” Ring kit	ea	6		
D1.3.6	Bearing	ea	6		
D1.3.7	Shaft	ea	4		

D1.3.8	Seat	ea	4		
D1.3.9	Seal disc	ea	4		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>D1.4</b>	<b>150mm Bermad control valve</b>				
D1.4.1	Replacement Actuator	ea	30		
D1.4.2	V Port throttling Plug	ea	12		
D1.4.2	Resilient seal	ea	6		
D1.4.2	Diaphragm	ea	6		
D1.4.2	"O" Ring kit	ea	6		
D1.4.2	Bearing	ea	6		
D1.4.2	Shaft	ea	4		
D1.4.2	Seat	ea	4		
D1.4.2	Seal disc	ea	4		

<b>D1.5</b>	<b>200mm Bermad control valve</b>				
D1.5.1	Replacement Actuator	ea	10		
D1.5.2	V Port throttling Plug	ea	4		
D1.5.3	Resilient seal	ea	4		
D1.5.4	Diaphragm	ea	4		
D1.5.5	“O” Ring kit	ea	6		
D1.5.6	Bearing	ea	6		
D1.5.7	Shaft	ea	4		
D1.5.8	Seat	ea	4		
D1.5.9	Seal disc	ea	4		
<b>D1.6</b>	<b>250mm Bermad control valve</b>				
D1.6.1	Replacement Actuator	ea	6		
D1.6.2	V Port throttling Plug	ea	2		
D1.6.3	Resilient seal	ea	4		
D1.6.4	Diaphragm	ea	4		
D1.6.5	“O” Ring kit	ea	6		
D1.6.6	Bearing	ea	6		
D1.6.7	Shaft	ea	4		
D1.6.8	Seat	ea	4		
D1.6.9	Seal disc	ea	4		
Total carried forward to next page					



ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>D1.7</b>	<b>300mm Bermad control valve</b>				
D1.7.1	Replacement Actuator	ea	2		
D1.7.2	V Port throttling Plug	ea	2		
D1.7.3	Resilient seal	ea	4		
D1.7.4	Diaphragm	ea	4		
D1.7.5	“O” Ring kit	ea	6		
D1.7.6	Bearing	ea	6		
D1.7.7	Shaft	ea	4		
D1.7.8	Seat	ea	4		
D1.7.9	Seal disc	ea	4		
<b>D1.8</b>	<b>Physical replacement of Bermad actuator</b>				
D1.8.1	50mm Bermad control valve	ea	2		
D1.8.2	80mm Bermad control valve	ea	2		
D1.8.3	100mm Bermad control valve	ea	2		
D1.8.4	150mm Bermad control valve	ea	2		
D1.8.5	200mm Bermad control valve	ea	4		
D1.8.6	250mm Bermad control valve	ea	2		

D1.8.7	300mm Bermad control valve	ea	4		
Total carried forward to next page					

FORM OF TENDER AND FORM OF ACCEPTANCE (CONTD)

ITEM	DESCRIPTION	UNIT	APPROXI - MATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>E</b>	<b>SPARES REPLACEMENT ON CLAYTON CONTROL VALVE PILOTS</b>				
<b>E1</b>	<b>Pressure Reducing Pilot (CRD)</b>				
E1.1	Cap	ea	20		
E1.2	Spring Guide	ea	8		
E1.3	Spring (30-300 psi)	ea	60		
E1.4	Diaphragm	ea	60		
E1.5	Disc Retainer Assembly	ea	60		
E1.6	Yoke	ea	6		
E1.7	Belleville Washer	ea	40		

<b>E2</b>	<b>Pressure Relief and Sustaining Pilot (CRL)</b>				
E2.1	Body O Ring	ea	6		
E2.2	Seat O Ring	ea	10		
E2.3	Adjustable Screw	ea	4		
E2.4	Spring Guide	ea	6		
E2.5	Spring (20-200 psi)	ea	20		
E2.6	Belleville Washer	ea	10		
E2.7	Diaphragm	ea	20		
E2.8	Stem O Ring (top)	ea	10		
E2.9	Stem	ea	4		
E2.10	Stem O Ring (bottom)	ea	4		
E2.11	Disc Retainer Assembly	ea	8		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>E3</b>	<b>Rate of Flow Control Pilot (CDHS 18)</b>				

E3.1	Diaphragm	ea	15		
E3.2	Disk Retainer Assembly	ea	16		
E3.3	Yoke	ea	2		
E3.4	Adjustable Screw Cap	ea	6		
<b>E5</b>	<b>3/8 Hytrol Valve (100 KR)</b>				
E5.1	Spring	ea	2		
E5.2	Diaphragm Washer	ea	2		
E5.3	Diaphragm	ea	90		
E5.4	Disc Retainer Assembly	ea	6		
<b>E6</b>	<b>CF1 – C1 Float Valve</b>				
E6.1	Complete Float	ea	8		
Total carried forward to next page					

F	SPARES REPLACEMENT ON BERMAD CONTROL VALVE PILOTS	UNIT	APPROXI- MATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					

<b>F1</b>	<b>Pressure Reducing Pilot</b>				
F1.1	Pre-packed spares for Pilot maintenance	ea	16		
<b>F2</b>	<b>Pressure Relief Pilot</b>				
F2.1	Pre-packed spares for pilot maintenance	ea	10		
<b>F3</b>	<b>Altitude Pilot M6 2-14m</b>				
F3.1	Pre-packed spares for pilot maintenance	ea	10		
<b>F4</b>	<b>Altitude Pilot valve #8-M6</b>				
F4.1	Complete valve	ea	10		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATELY QUANTITY PER YEAR AREA 1	RATE UNIT	PER	AMOUNT
Total brought forward from previous page						

<b>G</b>	<b>GENERAL REQUIREMENTS</b>				
G1	3/8" SS Ballcocks	ea	400		
G2	X42N Strainer	ea	60		
G3	X43Y Strainer 3/8"	ea	10		
G4	0-16 Bar Pressure gauges 63mm diameter	ea	60		
G5	0-25 Bar Pressure gauges 63mm diameter	ea	100		
<b>H</b>	<b>CLEANING OF DIRT BOXES</b>				
H1	50mm diameter	ea	6		
H2	75mm diameter	ea	20		
H3	100mm diameter	ea	36		
H4	150mm diameter	ea	60		
H5	200mm diameter	ea	60		
H6	250mm diameter	ea	10		
H7	300mm diameter	ea	100		
H8	350mm diameter	ea	6		
H9	400mm diameter	ea	16		
H10	600mm diameter	ea	6		
<b>I</b>	<b>PROVISION OF NEW DIRT BOXES</b>				

I1	50mm diameter	ea	10		
I2	75mm diameter	ea	10		
I3	100mm diameter	ea	6		
I4	150mm diameter	ea	4		
I5	200mm diameter	ea	4		
I6	250mm diameter	ea	4		
I7	300mm diameter	ea	4		
I8	350mm diameter	ea	4		
I9	400mm diameter	ea	4		
I10	600mm diameter	ea	4		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	AMOUNT
Total brought forward from previous page					
<b>J</b>	<b>INSTALLATION OF COMPLETE CLA-VAL SERIES 50-01 PRESSURE SUSTAINING VALVE as per spec</b>				
J1	150mm diameter	ea	6		
J2	200mm diameter	ea	10		
J3	250mm diameter	ea	4		
J4	300mm diameter	ea	6		
<b>K</b>	<b>INSTALLATION OF COMPLETE CLA-VAL SERIES 90-01 PRESSURE REDUCING VALVE as per spec</b>				
K1	150mm diameter	ea	6		
K2	200mm diameter	ea	10		
K3	250mm diameter	ea	4		
K4	300mm diameter	ea	6		
<b>L</b>	<b>INSTALLATION OF COMPLETE CLA-VAL SERIES 210-01 ALTITUDE</b>				

	<b>CONTROL VALVE FOR ONE-WAY FLOW as per spec</b>				
L1	150mm diameter	ea	6		
L2	200mm diameter	ea	10		
L3	250mm diameter	ea	4		
L4	300mm diameter	ea	6		
<b>M</b>	<b>INITIAL SURVEY</b>				
M1	50mm Diameter	ea	60		
M2	80mm Diameter	ea	80		
M3	100mm Diameter	ea	100		
M4	150mm Diameter	ea	140		
M5	200mm Diameter	ea	120		
M6	250mm Diameter	ea	40		
M7	300mm Diameter	ea	80		
M8	400mm Diameter	ea	8		
Total carried forward to next page					

ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY PER YEAR AREA 1	RATE PER UNIT	PER	AMOUNT

Total brought forward from previous page						
<b>N</b>	<b>SMME (LABOUR AND TRAINING)</b>					
N1	Labour and training of candidates	hr	6300			
<b>O</b>	<b>SERVICE OF ISOLATING BUTTERFLY VALVES Tbl 16</b>					
O1.1	150mm diameter	ea	30			
O1.2	200mm diameter	ea	40			
O1.3	250mm diameter	ea	30			
O1.4	300mm diameter	ea	50			
O1.5	350mm diameter	ea	8			
O1.6	400mm diameter	ea	8			
O1.7	450mm diameter	ea	4			
O1.8	500mm diameter	ea	4			
<b>P</b>	<b>SERVICE OF ISOLATING BUTTERFLY VALVES Tbl 25</b>					
P1.1	150mm diameter	ea	20			
P1.2	200mm diameter	ea	30			
P1.3	250mm diameter	ea	20			
P1.4	300mm diameter	ea	30			
P1.5	350mm diameter	ea	4			

P1.6	400mm diameter	ea	4		
P1.7	450mm diameter	ea	4		
P1.8	500mm diameter	ea	4		
<b>Q</b>	<b>SERVICE OF ISOLATING GATE VALVES Tbl 16</b>				
Q1.1	150mm diameter	ea	20		
Q1.2	200mm diameter	ea	24		
Q1.3	250mm diameter	ea	20		
Q1.4	300mm diameter	ea	28		
Q1.5	350mm diameter	ea	4		
Q1.6	400mm diameter	ea	4		
Q1.7	450mm diameter	ea	4		
Q1.8	500mm diameter	ea	4		
<b>R</b>	<b>SERVICE OF ISOLATING GATE VALVES Tbl 25</b>				
R1.1	150mm diameter	ea	24		
R1.2	200mm diameter	ea	20		
R1.3	250mm diameter	ea	16		
R1.4	300mm diameter	ea	16		
R1.5	350mm diameter	ea	4		
R1.6	400mm diameter	ea	4		
R1.7	450mm diameter	ea	4		
R1.8	500mm diameter	ea	4		

<b>S</b>	<b>REPLACE ISOLATING BUTTER VALVES Tbl 16</b>				
S1.1	150mm diameter	ea	2		
S1.2	200mm diameter	ea	4		
S1.3	250mm diameter	ea	6		
S1.4	300mm diameter	ea	4		
S1.5	350mm diameter	ea	2		
S1.6	400mm diameter	ea	2		
S1.7	450mm diameter	ea	2		
S1.8	500mm diameter	ea	2		
<b>T</b>	<b>REPLACE ISOLATING BUTTERFLY VALVES Tbl 25</b>				
T1.1	150mm diameter	ea	2		
T1.2	200mm diameter	ea	4		
T1.3	250mm diameter	ea	4		
T1.4	300mm diameter	ea	2		
T1.5	350mm diameter	ea	2		
T1.6	400mm diameter	ea	2		
T1.7	450mm diameter	ea	2		
T1.8	500mm diameter	ea	2		

<b>U</b>	<b>REPLACE ISOLATING GATE VALVES Tbl 16</b>				
U1.1	150mm diameter	ea	6		
U1.2	200mm diameter	ea	4		
U1.3	250mm diameter	ea	4		
U1.4	300mm diameter	ea	2		
U1.5	350mm diameter	ea	2		
U1.6	400mm diameter	ea	2		
U1.7	450mm diameter	ea	2		
U1.8	500mm diameter	ea	2		
<b>V</b>	<b>REPLACE ISOLATING GATE VALVES Tbl 25</b>				
V1.1	150mm diameter	ea	4		
V1.2	200mm diameter	ea	4		
V1.3	250mm diameter	ea	6		
V1.4	300mm diameter	ea	6		
V1.5	350mm diameter	ea	4		
V1.6	400mm diameter	ea	2		
V1.7	450mm diameter	ea	2		
V1.8	500mm diameter	ea	2		
<b>W</b>	<b>SUPPLY CLAYTON PILOT VALVES</b>				

W1.1	Supply Pilot Valve (CRD)	ea	8		
W1.2	Supply Pilot Valve (CRL-60)	ea	4		
W1.3	Supply Pilot Valve (CDHS 18)	ea	8		
W1.4	Supply 3/8 Hytrol Valve (100 KR)	ea	20		
X	SUPPLY SINGER PILOT VALVE				
X1.1	Supply Pilot Valve (MODEL 160)	ea	2		
X1.2	Supply Pilot Valve (MODEL 81)	ea	2		
Y	UNFORSEEN SITE VISITS				
Y1.1	Radius of 15km	Per trip	40		
Y1.2	Radius of >15km<30km	Per Trip	60		
Y1.3	Radius of >30km	Per trip	50		
Z	SUPPLY OF TRUCK				
Z1.1	8 Ton Crane truck	p/d	6		
<b>TOTAL = AREA</b>					

CALCULATION OF TENDER AMOUNT THAT MUST BE FILLED IN

1	Total Schedule of Quantities per year	
2	Add 10% Contingencies to Total	
3	Tender Amount Excluding VAT	
4	15% Value Added Tax	
5	Tender Amount including VAT	
	TOTAL	R

SIGNATURE OF BIDDER: .....

## **18 MARKET ANALYSIS**

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender

### **DRAFT SERVICE LEVEL AGREEMENTS**

Draft Service Level Agreements included.

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	WS 03 2022/23	CLOSING DATE:	23 August 2022	CLOSING TIME:	10:00
DESCRIPTION	<b>TENDER FOR THE MAINTENANCE / REPLACEMENT OF ALL EXISTING CONTROL VALVES, ISOLATING VALVES AND STRAINERS SUPPLYING RESERVOIRS OR CERTAIN PARTS OF THE DISTRIBUTION NETWORK AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

<b>City of Tshwane Metropolitan Municipality</b>					
<b>Tshwane House</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0002</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL	<input type="checkbox"/> Yes <input type="checkbox"/> No	

VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> No	SWORN AFFIDAVIT	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
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 B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Philiswa Mhambi
CONTACT PERSON	Lukkie N Thobejane-Selowe	TELEPHONE NUMBER	012 358 5181
TELEPHONE NUMBER	012 358 6282	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	<a href="mailto:philiswamh@tshwane.gov.za">philiswamh@tshwane.gov.za</a>
EMAIL ADDRESS	<a href="mailto:lukkiet3@tshwane.gov.za">lukkiet3@tshwane.gov.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	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.
2.3	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.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
<p><b>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 2.3 ABOVE.</b></p>	

**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: .....

**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number .....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/Not firm
- Delivery basis .....

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\* Delete if not applicable

**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder .....	Bid number .....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable

**PRICE ADJUSTMENTS**

**A. NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
--	-------------------------


**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars: .....

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

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

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

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

3.9.1 If yes, furnish particulars. ....  
.....

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

3.10.1 If yes, furnish particulars. ....  
.....

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

3.11.1 If yes, furnish particulars. ....  
.....

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

3.12.1 If yes, furnish particulars. ....  
.....

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

3.13.1 If yes, furnish particulars. ....  
.....

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

3.14.1 If yes, furnish particulars: ....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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



**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements **\*YES / NO**  
for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments **\*YES / NO**  
for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no **\*YES / NO**  
undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state **\*YES / NO**

during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....  
.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME  
SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

or

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their

B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

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

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

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

## 8. SUB-CONTRACTING

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

*(Tick applicable box)*

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

8.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%
- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....

iv) Whether the sub-contractor is an EME.

*(Tick applicable box)*

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

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

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

9.2 VAT number: .....

9.3 Company registration number: .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

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

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

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE	.....
ADDRESS:	.....
	.....
	.....

**MBD 7.2**

**CONTRACT FORM: RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **WS 03 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM: RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**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 of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **WS 03 2022/23**

**TENDER FOR THE MAINTENANCE / REPLACEMENT OF ALL EXISTING CONTROL VALVES, ISOLATING VALVES AND STRAINERS SUPPLYING RESERVOIRS OR CERTAIN PARTS OF THE DISTRIBUTION NETWORK AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF TSHWANE 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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT

July 2010

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. 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 supplies 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**1. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.  
Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

- 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 in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, 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 in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.
- 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 supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 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 this 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 countervailing duties and rights**

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

**25. Force Majeure**

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.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	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	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	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 the supplier.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  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  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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 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 (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 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.

**1 SERVICE LEVEL AGREEMENT**

Entered into between

**THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

(Hereinafter referred to as the “**City**”)

Duly represented by **Ms Mmaseabata Mutlaneng**

In his capacity as: **The Acting City Manager**

Duly authorised hereto

**AND**

\_\_\_\_\_ Service Provider \_\_\_\_\_

**Registration Number:** \_\_\_\_\_

(Hereinafter referred to as the “**Service Provider**”)

Duly represented by: \_\_\_\_\_

In his capacity as: \_\_\_\_\_

Duly authorised hereto

**2 SERVICE LEVEL AGREEMENT**

Entered into between

**THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Ms Mmaseabata Mutlaneng in his/her capacity as Acting City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the "**CITY**")

**AND**

\_\_\_\_\_ Service Provider \_\_\_\_\_

**Registration Number:** \_\_\_\_\_

Herein represented by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ duly authorised thereto under and by virtue of a resolution of the Board passed on \_\_\_\_\_, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement

(Herein referred to as the "**SERVICE PROVIDER**")

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**RECORDAL:**

**WHEREAS** the City requires the maintenance/replacement of all existing control valves, isolating valves and strainers supplying reservoirs, or certain parts of the distribution network for a period of three (3) years.

**AND WHEREAS** the City wishes to appoint the service provider:

**AND WHEREAS** the Service Provider wishes to provide such services;

**AND WHEREAS** the service provider has indicated that it has the necessary capacity expertise, skills and capabilities to provide the service;

**NOW THEREFORE** the Parties have agreed to enter into this Agreement, in terms of which the service provider shall provide the Services in the Service Areas and/or Delivery Area to the City in accordance with the terms and subject to the conditions of this Agreement:

## DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

**“Agreement”** means this Service level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time.

**“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

**“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

**“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

**“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 29 and who can be substituted in writing from time to time;

**“Contract Price”** shall mean the amount reflected as the contract price in clause 9 below;

**“Contract Period”** means the contract period as reflected in clause 6 below;

**“Effective Date”** means the date when the last signing party signs the agreement;

**“Intellectual Property”** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

**“Month”** means a calendar month;

**“Parties”** means the City and the Service Provider and “Party” means either of them as the context requires;

**“Services”** means services to be provided by the Service Provider to the City as stated in clause 8 below and detailed in the terms of reference

**“Service Provider”** means appointed company

, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number:

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**“Signature Date”** means the date of signature of this Agreement by the Party signing last;

**“Subcontract”** means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

**“Subcontractor”** means the third party with whom the Service Provider enters into a Subcontract;

**“Tax Invoice”** means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

**“VAT”** means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

## **INTERPRETATION**

Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

Unless the context clearly indicates a contrary intention, any word connoting:

Any singular shall be deemed to include a reference to the plural and vice versa;

Any one gender shall be deemed to include a reference to the other two genders;  
and

A natural person shall be deemed to include a reference to a legal or juristic person.

The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

## **APPOINTMENT**

The City hereby appoints the Service Provider, who accepts such appointment as stated in the Appointment letter dated \_\_\_\_\_, to provide the Services in accordance with the terms and subject to the conditions of this Agreement and the attached Terms of Reference.

## **PURPOSE OF THE AGREEMENT**

The Purpose of this Agreement is to:

Formalise and regulate the working relationship between the Parties;

Set out the roles and responsibilities of the Parties; and

Define process and procedures to be followed by the Parties.

## **RELATIONSHIP**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

## **DURATION**

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 26 below.

## **CONTACT PERSON**

The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person.

The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

### **SCOPE OF GENERAL SERVICES**

The Service Provider shall, for the duration of this Agreement maintain / replace all existing control valves, isolating valves and strainers supplying reservoirs or certain parts of the distribution network.

### **PRICE AND PAYMENT**

The City shall pay to the Service Provider a Contract Price in the sum of (contract price in words).

The City shall pay to the Service Provider for the work done as indicated in **Annexure "C"** as and when the item and or the service/s has been delivered and or rendered.

All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable. .

All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end

statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

Where the payment of any valid and undisputed Tax Invoice, or any part of the said Tax Invoice which is not in dispute, is not made by the due date, the Service Provider shall be entitled to charge interest on the outstanding amount, at a banks prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.

There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

All Tax Invoices shall be addressed to the City' Contact Person.

All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

**Bank:**

**Account type:**

**Account No:**

**Branch No:**

Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

## **PRICE RESTRUCTURING**

The Contract price Adjustment will be according to clause 6.8 of the GCC, *3<sup>rd</sup> edition 2015*.

The value of each monthly certificate shall be increased or decreased by the amount obtained by multiplying “Ac”, defined in Clause 2 of this schedule, by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:

$$(1 - X) \left[ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

In which the symbols have the following meaning:

“x” is the proportion of “Ac” which is not subject to adjustment. Unless otherwise stated in the Contract Data, this proportion shall be 0,10.

“a”, “b”, “c” and “d” are the coefficients contained in the Contract Data, which are deemed ,irrespective of the actual constituents of the work, to represent the proportionate value of labor, contracts equipment, material (other than “special materials” specified in the Contract Data) and fuel respectively. The arithmetical sum of “a”, “b”, “c” and “d” shall be unity.

a = 0.15

b = 0.10

c = 0.35

d = 0.40

“L” is the “Labor” index and shall be the “Consumer Price Index” for the urban area nearest to the Site as stated in the Contact Data and as published in the statistical news release P0142.1, Table 21 of statistics South Africa

“P” is the “Pant Index” and shall be the “Civil I Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 16 of Statistics South Africa

“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 15 of Statistics South Africa.

“F” is the “Fuel index” and shall be the “Diesel Index” as published in Statical News Release P0142.1, Table 16 of Statistics South Africa.

The suffix “o” denotes the base indices applicable to the base month as stated in the Contract Data.

The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.

10.4.2 For the purpose of calculating the adjustment to the value of the relevant monthly statement, the amount “Ac” shall be determined by the formula:

$$\mathbf{Ac = T - S - D - E - G - Ap}$$

In which formula the symbols shall have the following meaning:

“T” is the summation of the total value of

- i. General Items
- ii. Work done
- iii. Materials on site

As certified in the monthly statement under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule.

“S” is the aggregate of (i), (ii), (iii) and (iv) referred to below and included in “T”

- i. The amounts actually expended and substituted for any Prime Cost Sums.
- ii. The value of any work done by Selected Subcontractors.
- iii. The value of any work done against Provisional Sums;
- iv. The value of any extra or additional work.

Where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new fixed rate, where those rates were not based on labor, contractor’s equipment or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” is the amount included in “T” and paid for any daywork executed at cost plus percentage allowances as set out in General Conditions of Contract Clause 37.2.2

“G” is the amount included in “T” for materials classified and dealt with as “Special materials”

“Ap” is the summation of all “Ac” amounts determined in terms of clause 2 of this schedule for all monthly statements preceding in time the monthly statement under consideration.

10.4.3 Save only for additional work or variations ordered to be carried out after the time for completion, the increase or decrease applied to monthly statement in terms of this clause relating to work done or materials supplied after the time for completion shall be half the factor calculated by inserting the formula referred to in clause 1 hereof of the indices Lt, Pt, Mt and Ft applicable at the Due Completion Date.

10.4.3.1 The price of each “Special material” specified in the Contract Data shall be increased or decreased by the net amount of any variation incurred after the date of tender on the basis set out in the Contract Data, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents that the Engineer considers necessary for the purpose, and provided also that no further adjustment be permitted to the price of any “Special material” after the time for completion unless such material forms part of any additional work or variation ordered to be carried out after that date.

10.4.3.2 For the purposes of Subclause (i) hereof, “the net amount of any variations “in respect of a particular “Special material” shall be calculated by multiplying the difference between the rate or price entered in the Contract Data by the Contractor for that material by the quantity of the material in question.

10.4.3.3 If more than one month intervenes between the month applicable to any monthly statement and the month applicable to the immediately succeeding monthly statement, then the indices “Lt”, “Pt”, “Mt”, “Ft”, applicable to such succeeding monthly statement shall each be the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

## **SERVICE LEVELS**

The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider’s representations regarding service levels including, *inter alia*:

Capacity allocations in accordance with the Service to be provided.

All work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 7 above.

## **WITHHOLDING OF PERFORMANCE**

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause **Error!**  
**Reference source not found..**

## **PENALTY**

Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

Exercise its rights in terms of clause 25 below.

13.1.2 Impose a penalty on the Service Provider

An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

Should the City elect to impose a penalty on the Service Provider with a written notice requiring the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which shall be a deduction of 10% of the monthly Contract Price for the monthly Contract Period and for the monies due for payment to the Service Provider monthly in terms of clause 9 above

Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 26 below.

## **ACCESS**

The City shall allow the Service Provider reasonable access to its premises, provided that:

Access is related to the Services to be provided by the Service Provider; and

The Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.

The City shall grant the Service Provider and/or its employees, to its premises to perform its obligations in terms of this Agreement.

The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

14.4 The service provider is required to notify the City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

## **INSPECTION**

The City may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement.

If the City is, at any time, dissatisfied with the service levels then the City shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to invoke the provisions of clauses and/or clause 25 below.

To enable the City to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

Provide the City with such information as it may reasonably require.

Allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence:

15.4.13 allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

## **Service Provider to Provide Reasonable Assistance**

Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

Any information required to be provided to the City pursuant to this clause 15 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

The cost of any inspection contemplated in terms of this clause 15 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection.

The inspection contemplated in this Agreement will be conducted:

during normal business hours; and

save where the circumstances justify it, on reasonable notice to the Service Provider, with the minimum interference in the provision of the Services and the Service Provider's other operations.

## **SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES**

### **Service Warranties**

The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

It has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider.

It possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner.

It will discharge its obligations under this Agreement and any annexure, appendix, or Schedule hereto with all due skill, care and diligence;

All work performed and Services rendered under this Agreement shall comply with prevailing practice, standards, and specifications within the industry.

It will be solely responsible for the payment of remuneration and associated benefits, if any of its personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

The use or possession by the City of any Materials will not subject The City to any claim for infringement of any Intellectual Property Rights of any third party;

With promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

Which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

Using and adopting any standards, processes and procedures required under this Agreement;

Free from any defects in material and workmanship;

Maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;

maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support.

Ensuring that all applicable laws are observed;

Without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health and hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods.

Guaranteeing that the Goods shall be in good working conditions for the warranty and/or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to normal use.

warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required.

## **Indemnity**

The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and

any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

## **SERVICE PROVIDER'S PERSONNEL**

### **Liability for Criminal Acts of Employees**

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

### **Character of Employees**

Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

## **STATUTORY AND EMPLOYMENT ISSUES**

### **The Service Provider shall comply with all employment legislation**

The service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment

Equity Act, 1988 and any other applicable employment legislation currently in force.

The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention. And shall keep the City informed regarding the steps taken and the implementation and the result thereof.

### **No employment**

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

### **Occupational Health and Safety Act, 1993**

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

## **SUB-CONTRACTING**

The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party.

In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive, and they have the capacity to provide the Service;

such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;

the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and

no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

## **CONFIDENTIALITY**

The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall

include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; (“**Confidential Information**”), shall remain confidential and shall not be made known unless the City has given written consent to do so.

The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

The information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

The information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

The information was received from a third Party not in breach of an obligation of confidentiality.

## **INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights of the Service Provider and/or third-party vest in the Service Provider and/or third party, as appropriate.

All rights in the City name and logo remain the absolute property of the City.

The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trademark or trade secret or other proprietary right of any third party.

The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Contractor controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

Should any claim be made against the City by any third party in terms of clause 21.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

Obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe, and which is materially similar to the subject of infringement; or

Alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

Withdraw the subject of infringement.

## **FORCE MAJEURE**

For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).

In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

22.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented

## **CESSION**

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

## **CHANGE OF CONTROL / CIRCUMSTANCE**

The Service Provider shall notify the City, in writing, of any change in the Service Provider’s shareholding or membership or any change in the Service Provider’s

subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

The Parties agree that should there be a change as envisaged in clause 24.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

## **BREACH**

Subject to clause 24.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

Immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale);  
or

Request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

25.1.3 impose penalties as provided for in clause **Error! Reference source not found.**

## **EARLY TERMINATION**

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

## **DISPUTES**

Save for clause 25 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

The interpretation of the Agreement.

The performance of any of the terms of the Agreement.

Any of the parties' rights and obligations;

Any procedure to be followed;

The termination or cancellation or breach of this Agreement; or

The rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 26 above shall apply.

If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

At any place which the Parties agree, in writing, to be mutually convenient.

in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

If the arbitration is:

A legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

An accounting matter, then the arbitrator shall be a practicing-chartered accountant of not less than 10 (ten) years' standing;

Any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

Should the Parties fail to agree whether the dispute is of a legal, accounting, or other nature within seven (7) days after the arbitration has been demanded, and then it shall be deemed to be a dispute of a legal nature.

The arbitrator may:

investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

Interview and question under oath the parties or any of their representatives;

Decide the dispute according to what he considers just and equitable in the circumstances; and

Make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.

The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

Notwithstanding the provisions of clauses 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

The provisions of this clause 27 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

## **LAWS AND JURISDICTION**

This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.

Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

## **NOTICES AND COMMUNICATIONS**

The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the "*domicilium*") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court

process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

**THE CITY:**

Office of the Acting City Manager  
Tshwane House  
2nd Floor, Block D  
320 Madiba Street  
Pretoria, 0001  
P O Box 440  
Pretoria, 0001  
Fax: 086 214 9544  
Email: [citymanager@tshwane.gov.za](mailto:citymanager@tshwane.gov.za)

Attention: Abe Komote

E-mail: [abek@tshwane.gov.za](mailto:abek@tshwane.gov.za)

**THE SERVICE PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

Any notice given and any documentation delivered by any Party to another Party (hereinafter referred to as “the addressee”) which:

Is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7<sup>th</sup> (seventh) day after the date of posting.

is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.

Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

## **GENERAL AND MISCELLANEOUS**

### **SOLE RECORD OF AGREEMENT**

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

### **NO AMENDMENT EXCEPT IN WRITING**

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

## **WAIVERS**

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

## **SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

## **APPROVALS AND CONSENTS**

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

## **EXECUTION**

This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20

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For and on behalf of **THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**Duly represented by: Ms Mmaseabata Mutlaneng**

**Acting City Manager**

Witnesses

1 \_\_\_\_\_

2 \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20

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For and on behalf of Service Provider: \_\_\_\_\_

Duly represented by \_\_\_\_\_

Witnesses

1 \_\_\_\_\_

2 \_\_\_\_\_

## RESOLUTION OF THE BOARD

Resolution by the Board of Directors of \_\_\_\_\_

made at a meeting held at \_\_\_\_\_ on \_\_\_\_\_.

**NOTED:** That \_\_\_\_\_ intends to enter into an Agreement with the City of Tshwane Metropolitan Municipality in terms of which \_\_\_\_\_ shall provide services (the "Agreement") on the terms and subject to the conditions of the Agreement to which this resolution is attached as Annexure "B".

**RESOLVED:**

That \_\_\_\_\_ approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

That \_\_\_\_\_ in his capacity as a \_\_\_\_\_ of \_\_\_\_\_, be and is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of. \_\_\_\_\_

\_\_\_\_\_

**Read and Confirmed**

**Chairman/Company Secretary**