



sa air force

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Telephone: (012) 351 2266
Facsimile: (012) 351 2340
Enquiries: Warrant Officer M.G. Greeff

SA Air Force Procurement Unit
Swartkop
Private Bag X04
Valhalla
0137
03 February 2022

BID: SPU/B/DBSS/052/21: SUPPLY AND DELIVERY OF VARIOUS VELCON AVIATION FILTRATION CARTRIDGES

DELIVERY REQUIRED AT: AIR FORCE BASE MAKHADO, LOUIS TRICHARDT, LIMPOPO.

VALIDITY PERIOD: 60 DAYS

CLOSING TIME FOR BID 11:00 AM ON 24 FEBRUARY 2022

1. You are hereby invited to furnish this Department with a Bid for the supply of the above-mentioned items as per attached documents. The documents you should be in possession of are; This Cover Letter, Road Map to South African Air Force Procurement Unit (SPU), SBD 1, SBD 3, SBD 4, SBD 6.1, SBD 8 and SBD 9.
2. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.
3. Kindly Bid by completing the relevant forms, directed to **SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT, PRIVATE BAG X04, VALHALLA, 0137** to reach the Bid Receipt Office not later than the closing date and time or deposit in the Bid Box in the Parking Area across from the Security Guard Room at the **Main Entrance of AIR FORCE BASE SWARTKOP, Old Johannesburg Road (across from Godiva Road), Valhalla before the Closing Date and Time.**
4. **Please note that the Bid Box will be closed daily between 18:00 pm and 06:00 am.** Bids can also be handed in at the South African Air Force Procurement Unit, Internal Services Section during Office Hours 07:00 am till 15:00 pm. However, if the Bid is late it will not be accepted for consideration.
5. The following members can be contacted regarding the following aspects of this Bid only during office hours:
 - a. Compilation of Bid Document: **Warrant Officer M.G. Greeff at (012) 351-2266.**
 - b. Technical Information: **Warrant Officer J.W. Greyvenstein at (012) 312 2950.**
6. Kindly take note that according to Government Gazette No 40553 NO. R. 32 dated 20 January 2017, all Bidders must submit their B-BBEE status level Certificates/Affidavit together with their Bids. Should the Certificate/Affidavit not be submitted, a Zero (0) point will be allocated.

BID: SPU/B/DBSS/052/21: SUPPLY AND DELIVERY OF VARIOUS VELCON AVIATION FILTRATION CARTRIDGES

7. Authenticate this Document:

COMPANY NAME:	
PHYSICAL ADDRESS:	..... ..... ..... .....
POSTAL ADDRESS:	..... ..... .....
TEL NO:	
FACSIMILE NO:	
MOBILE NO:	
BANKING DETAILS:	..... .....
NAME (PRINT):	
CAPACITY:	
SIGNATURE:	
DATE:	

Yours Sincerely



**(LIEUTENANT COLONEL M.L. VAN HEERDEN)
OFFICER COMMANDING SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT: COLONEL**

APPENDIX A
MANDATORY EVALUATION
CRITERIA FOR THE SUPPLY
AND DELIVERY OF
AVIATION FILTRATION
CARTRIDGES
DD 03 FEBRUARY 2022

MANDATORY CRITERIA

1. **Phase 1:** Compliance to Mandatory Requirements. Bidder that does not fully comply with the criteria will be eliminated/excluded and will not go to the next phase.

SER NO	MANDATORY CRITERIA	SUBMITTED YES/NO
a.	Central Suppliers Database: From 01 April 2016 it is mandatory for the Department of Defence (DOD) to make use of Suppliers that are registered on the National Treasury Central Suppliers Database (CSD). Only bidders that submit proof of registration will be considered. It is mandatory to attach to this quotation a current dated CSD Summary Report (and not a CSD Registration Report). Failure to do so will invalidate the Bid.	
b.	Signed SBD 1, 3, 4, 6.1, 8 and 9: Failure to fully complete and sign where applicable any of the SBD Documents and submitted the original by the closing date and time will invalidate the Bid.	
c.	Certificate of Compliance by Sub-Contractors: Failure to submit certificate of compliance by any/all sub-contractor/s as indicated on the SBD 6.1 will invalidate the Bid.	
d.	Technical Specification: Failure to submit detailed Technical Specifications of the offered "VELCON" Aviation Filtration Cartridges by the closing date and time will invalidate the Bid.	
	NOTES	NOTED YES/NO
e.	Only the Specified "VELCON" Brand Name and Part Numbers will be considered for Acceptance. No Alternative Products will be considered.	_____
f.	Awarding of Contract: The SA Air Force reserves the right to award the contract in Total to One Service Provider or per Individual Item. Failure to submit Prices for all Items as requested may invalidate the Bid.	_____

g	<u>Delivery Period:</u> Aviation Filtration Cartridges are urgently required for Operational needs. Preference may be given to the earliest Firm Delivery Period.	_____
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2. **Phase 2.** Price: (Will be accordance to prices submitted)

<u>Criteria</u>	Preference Points
Price	80/

3. **Phase 3.** Preferential Points (As per B-BBEE Act of 2003 (Act 53 of 2003). B-BBEE Status Level Certificate accredited by South African National Accreditation System (SANAS)/Independent Regulatory Board of Auditors (IRBA)/Affidavit which must be submitted together with Bid.

<u>Criteria</u>	Preference Points
Preference Points	20/

4. **Preference B-BBEE Points.** A bid will not be disqualified from the bidding process if the Bidder does not submit a Certificate/Affidavit substantiating the B-BBEE Status Level of contribution or is a non-compliant contributor. Such Bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE.

5. The points scored for price must be added to points scored for B-BBEE Status Level contribution to obtain the bidders total score out of 100.

6. **Calculation of B-BBEE Points.** 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 Contributor	Number of Points (90/10 System for Above R50 Million)	Number of Points (80/20 System for Below R50 Million)
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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

TICK APPLICABLE BOX

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) OR

☐

A REGISTERED AUDITOR

☐

AFFIDAVIT

☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA
FOR THE GOODS / SERVICES OFFERED BY YOU?

YES / NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

NAME OF CONTACT PERSON

DATE

CAPACITY UNDER WHICH THE BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEM/S OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT: SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CONTACT PERSON: WARRANT OFFICER M.G. GREEFF

TELEPHONE NO: (012) 351 2266 (OFFICE HOURS ONLY)

FAX: (012) 351 2340

E-MAIL ADDRESS: N/A

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: WARRANT OFFICER J.W.GREYVENSTEIN

TELEPHONE NO: (012) 312 2950 (OFFICE HOURS ONLY)

FAX: (012) 312 1182

E-MAIL ADDRESS: N/A

SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CLOSING DATE OF BID: 24 FEBRUARY 2022

NUMBER

SPU/B/DBSS/052/21

CLOSING TIME OF BID: 11:00 AM

NAME OF BIDDER

VALIDITY 60 DAYS

QUESTIONNAIRE PER ITEM

Tick the applicable box

Period (in days) required of completing delivery?

Please state percentage profit before tax?

The Department of Defence Prefers Firm Prices.

Price Firm?

YES ☐ NO ☐

Delivery period Firm?

YES ☐ NO ☐

Comply with description as requested?

YES ☐ NO ☐

If not, state deviations.

Will a Government Order be accepted?.

YES ☐ NO ☐

Are you registered in terms of Section 23 (1) or 23 (3) of the Value Added Tax (Act no. 89 of 1999)?

YES ☐ NO ☐

VAT Registration Number:

Company registration number:

Confirm that in the event of a contract be concluded, it will be In terms of General Bid Conditions and General Conditions of Contract (attached), the content of which you are fully Acquainted with.

If trade discount is offer, is it included in Price?

YES ☐ NO ☐

PREFERENCE MAY BE GIVEN TO EARLIEST FIRM DELIVERY, ITEM/S URGENTLY REQUIRED.

IMPORTANT! Prices not reflected on the official Bid documentation provided as part of this Bid will not be taken into consideration.

PLEASE NOTE THAT PRICES INDICATED IN THIS DOCUMENT WILL BE TAKEN AS BEING VAT INCLUSIVE.

This requirement may be awarded in total to one supplier or per individual item.

The obligation to pay sub-contractor/s is my responsibility.

YES ☐ NO ☐

You are requested to make a copy of the completed Bid for your own record keeping. Is this noted?

YES ☐ NO ☐

Has your company's valid B-BBEE Certificate/Affidavit been attached? Failure to do so will result in no points being allocated. Is this noted?

YES ☐ NO ☐

Has a valid current dated CENTRAL SUPPLIERS DATA BASE (CSD) SUMMARY REPORT been submitted? Failure to submit will invalidate the Bid.

YES ☐ NO ☐



SECURITY

GROUND

SECURITY BOOMS

ROBOT

GODIVA ROAD

**Parking
Area**

**AIR FORCE BASE
SWARTKOP
(MUSEUM)**

**R 1 0 1
O L D
J O H A N N E S B U R G
R O A D**

**AIR FORCE
BASE
SWARTKOP
WEST**

**V I N D E L L A
R O A D**

**SAAF
PROCUREMENT
UNIT
TENDER
BOX**

NORTH



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR DEPARTMENT OF DEFENCE

BID NUMBER: **SPU/B/DBSS/052/21**

CLOSING DATE: **24 FEBRUARY 2022**

CLOSING TIME: **11:00**

DESCRIPTION: **SUPPLY AND DELIVERY OF AVIATION VELCON AVIATION FILTRATION CARTRIDGES**

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

BID DOCUMENTS MAY BE POSTED TO:

Department of Defence, South African Air Force Procurement Unit, Private Bag X04, Valhalla, 0137

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Main Entrance of Air Force Base Swartkop, Old Johannesburg Road, Valhalla.

DIRECTIONS TO THE MENTIONED BID BOX ARE AVAILABLE ON THE NEXT PAGE.

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

The Bid Box is open from 06:00 AM till 18:00 PM Five (5) Days a week (Monday to Friday)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE..... NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....
CSD SUPPLIER NUMBER (MAAA NR)	.....
HAS A VALID CSD REGISTRATION REPORT BEEN SUBMITTED	YES / NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/AFFIDAVIT BEEN SUBMITTED? (SBD 6.1)	YES / NO



Request for Bid : SPU/B/DBSS/052/21

 Author: Louise Van Heerden
 Date: 02/03/2022 09:14:43

PRICING SCHEDULE

Bid No:	SPU/B/DBSS/052/21	Document Type:	Request for Bid Open
Document No:	0000415745	Company Name:	
Description:	Supply and Delivery of Various Aviation Filtration Cartridges.	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2022/02/24 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:		Email:	

No.		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1		01-491-4712	Supply and Delivery of Filter Element Fluid: "VELCON" Separator Element SO-636V5 (SS / 36" / TCS) as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
			Line Comment	Lead Time	Quantity Required	Quantity Available	
					15		
		Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
		Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					

2019

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
01-519-5325	Supply and Delivery of Filter Element Fluid: "VELCON" Separator Element SO-629C (DOE / 29" / TCS), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			14		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-194-0091	Supply and Delivery of Filter Element Fluid: "VELCON" Aquacon Monitor CDF-230P (30" / 0.5µm / 7th Ed), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			50		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-010-1747	Supply and Delivery of Filter Element Fluid: "VELCON" Aquacon Monitor ACO-62901K (28½" / 0.5µm / 7th Ed), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			10		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-010-1744	Supply and Delivery of Filter Element Fluid: "VELCON" Coalescer Element I-62887 (DOE / 28" / 0.3µm / 87 Series), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			74		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3003

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-191-7170	Supply and Delivery of Filter Element Fluid: "VELCON" Coalescer Element I-644C5 (44" / 0.4µm / 6th Edition), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			28		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

6

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
01-451-3134	Supply and Delivery of Filter Element Fluid: "VELCON" Coalescer Element I-63887TB (TB / 38" / 0.3µm / 87 Series), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			5		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

7

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-191-7168	Supply and Delivery of Filter Element Fluid: "VELCON" Coalescer Element I-633C5 (DOE / 33" / 0.4µm / 6th Edition), as per Attached Appendix B.	AIR FORCE BASE MAKHADO		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			2		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

8

Questionnaires

Questionnaires / Evaluation Criteria

THE 8020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	
Please provide your BBSEF level from the possible list provided in the dropdown	Options
	LEVEL 1
	LEVEL 2
	LEVEL 3
	LEVEL 4
	LEVEL 5
	LEVEL 6
	LEVEL 7
	LEVEL 8
	NON-COMPLIANT

Attachment Description

Attachment File Name

Specifications for Aviation Filtration Cartridges

1. Coalescer Cartridge

- a. Aviation Fuel Filtration in commercial applications must be according to requirements of API/IP Publication 1581.
- b. 75 psi maximum pressure differential rating.
- c. 5 to 9 pH range.
- d. 150°–160°F maximum operating temperature.
- e. Aluminum center tube.
- f. Buna-N gaskets.
- g. Injection molded end caps to be standard on 6" diameter threaded base coalescers.
- h. Aluminum end caps to be standard on 6" diameter open end cartridges
- i. All 6" diameter cartridge end caps are bonded directly to the media with high strength epoxy
- j. 4" diameter cartridge end caps to be molded polyester resin or injection molded

2. CONSTRUCTION

Single-unit coalescer elements to be offered with Threaded Base or Open Ends, where indicated and with Fiberglass Media or Fiberglass and Pleated Media combinations.

Elements to be rated at 0.3 micron and incorporate multi-layered pleated media, to be used in Class B (fixed) and Class C (mobile) applications.

3. Separator Cartridge

- a. Aviation Fuel Filtration in commercial applications must be according to requirements of API/IP Publication 1581.
- b. Teflon Coated Screen (TCS) medium to be 200 mesh stainless steel screen coated on both sides with green Teflon. The screen to be lock seam folded and fastened with an internal aluminum clip.
- c. Pleated medium to be silicone treated resin impregnated paper with a protective outer aluminum screen jacket.
- d. Tubes to be aluminum.
- e. End caps to be aluminum and/or glass filled nylon.
- f. Gaskets to be Buna-N.
- g. A pH range of 5 to 9.
- h. Maximum operating temperature of 200°F.

(TCS) Teflon Coated Screen Cartridges

With proper cleaning and inspection, cost effective TCS elements can be reused over many coalescer cartridge, change out cycles. TCS cartridges generate considerably less static charge than pleated paper cartridges.

4. ACO Aquacon Cartridge

- a. Aquacon Cartridges to meet API/IP-1583 edition requirements and 1/2 micron rated.

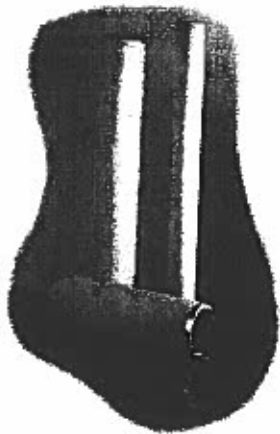
- b. Maximum operating temperature of 160°F.
- c. Micron ratings of nominal at 98%+ efficiency.
- d. Aquacon Cartridges to reduce flow when loaded with water or dirt.
- e. Free and emulsified water to less than 5 ppm.
- f. Aquacon Cartridges must remove 1/2 micrometer particulars.
- g. The protection against "slugs" of water.
- h. Aquacon Cartridges must be used with existing filter housings.

5. CONSTRUCTION

Aquacon Filter Cartridges to be unique high-capacity inner filter media which removes all free and emulsified water from hydrocarbon fuels down to less than 5 ppm in the effluent. Absorbed water to be chemically locked into this media and should not be squeezed out.

When a cartridge reaches its water holding capacity, its accordion pleats must swell and this must cause an increase in the differential pressure which signals the operator to change the cartridge. Solid contaminants to be removed by the cartridge's two particulate filter media layers. Cartridge pleated accordion style must be designed to provide a large surface area for maximum dirt holding capacity. Cartridge models that are offered must filtrate particulars down to 1/2 micrometer size with 98% plus efficiency. Performance must not be affected by the presence of surface active agents.

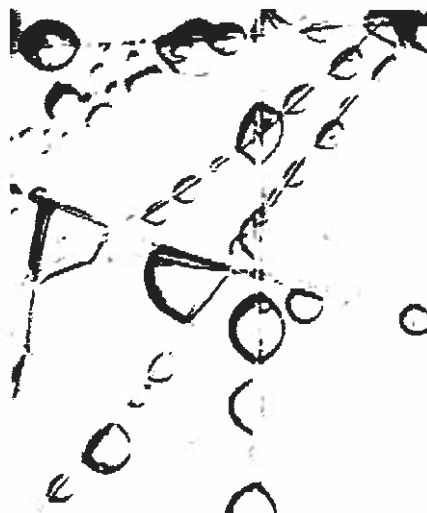
Coalescer Cartridges for Aviation & Industrial



- Used as a first-stage cartridge in Filter/Separators.
- Remove particulates and coalesce water into large water drops.
- Also available in screw base design.

FEATURES

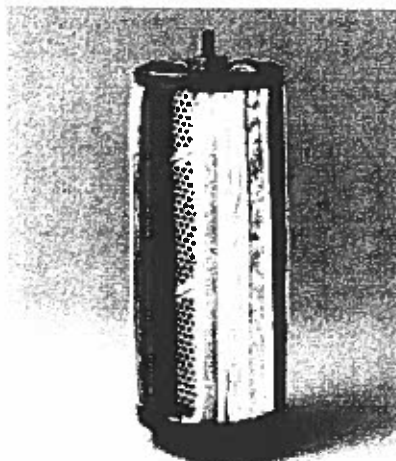
- Cost effective particle and emulsified water removal from hydrocarbon fluids
- Easy installation and replacement with one-piece design
- Choice of Threaded Base or Open End cartridges
- Choice of All-Fiberglass Media or Combination Fiberglass and Pleated Media
- Field proven performance
- Ongoing qualification testing to meet changing commercial and military requirements



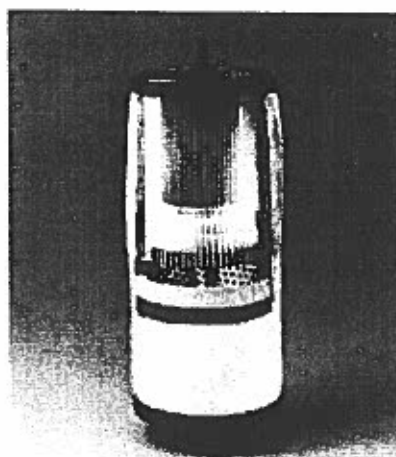
Photomicrograph of coalescing process
inside fiberglass media.



Coalesced water drops releasing from the knitted sock at the outside surface
of the cartridge



All-Fiberglass "6" Series Coalescer



Fiberglass and Pleated Media
"87" Series Coalescer

GENERAL

Coalescer cartridges are employed as the first stage in filter/separator vessels for hydrocarbon fluids. They perform two functions: (1) coalesce (combine) highly dispersed, emulsified water particles into larger water drops and (2) filter-out particulate contaminants.

HOW COALESCER CARTRIDGES WORK

The top photo shows a highly magnified view of the coalescing process. Tiny droplets of water contact and adhere to strands of fiberglass. Flow pushes the droplets along the strand until they reach an intersection of strands where they combine with other droplets (coalesce) into large drops.

These large drops are then carried to the outside surface of the cartridge. Having a higher specific gravity than the hydrocarbon fluid, they release and settle to the bottom of the vessel. The larger the drops, the faster and more efficiently they fall out. (See photo to the right.) In general, particle removal efficiency increases with coalescing efficiency. This is accomplished by employing a tighter, finer filtration media.

Flow direction is from inside to outside of the cartridge. This minimizes surface velocity and helps prevent the water drops from breaking up and being carried downstream.

APPLICATIONS

Coalescer cartridges are used primarily to coalesce emulsified water and remove particles from hydrocarbon fluids. The largest single application is the filtration of aviation jet fuel. They are also used with other types of fuels, process in refineries and petrochemical plants, and condensate

Other liquids can be separated if they are immiscible, the specific gravities differ, and high concentrations of surface active agents are not present. As a rule of thumb, if a sample of the mixture readily separates in an hour or two, a coalescer can probably be used. If the mixture hasn't separated after 24 hours, coalescing probably won't work.

CONSTRUCTION

Velcon single-unit coalescer elements are offered with Threaded Base or Open Ends and with Fiberglass Media or Fiberglass and Pleated Media combinations.

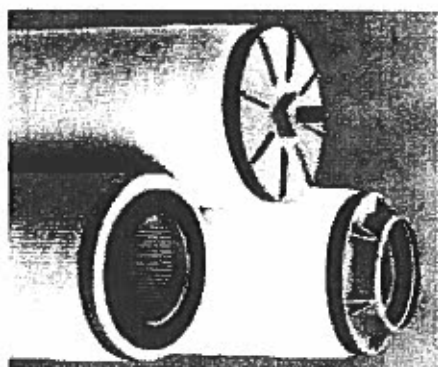
Threaded Base Coalescers are recommended for use in most applications. They simplify installation and replacement by eliminating the need for cover plates, center plates, nuts, washers, and gaskets. They are for use in Velcon and other make filter/ separators. Threaded base adapters are available to convert vessels presently using open end elements.

Open End Coalescers are offered with single unit construction which reduces the number of gasket seals and improves overall reliability.

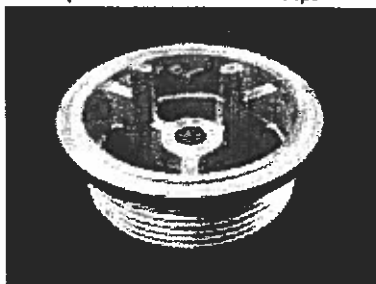
All-fiberglass Media Coalescers combine depth particulate filtration with a deep coalescing structure. All-fiberglass designs have successively finer media layers to achieve depth-type filtration of particles.

Combination Fiberglass and Pleated Media Coalescers remove particles primarily in the high surface area pleated core. They have one or more layers of pleated media inside a cylinder of molded fiberglass laminations to provide an extended surface area for particulate filtration. Pleat corrugation and separation materials are used to keep pleats open for full utilization.

Coalescing and filtration performance depends largely on the fiber diameter and bulk density of the fiberglass media. Both the All-Fiberglass and the Combination coalescer cartridge designs incorporate phenolic resin impregnated fiberglass media. Several grades with fiber diameters ranging from 1 to 10 micrometers are used in various combinations to achieve desired results. Velcon's latest coalescer designs (85, 87 and C5 series cartridges) achieve even higher filtration and coalescing efficiency by incorporating pure micro-glass fibers with diameters of less than 1 micrometer in the pleated media.



6" Diameter Threaded Base
and Open End Coalescer End Caps



6000T Threaded Base Adapter

Velcon Model Numbers include significant product information. *Example:*

I - 6 2 8 C 5 T B

Bolt In End Cap
 Threaded Base Type
 1 or 2 Character Series Designator
 Approx. Length in inches
 Approx. Diameter in inches
 Inside-to-Outside Flow
 Coalescer Cartridge

Note that I-628C5 would designate the open end version of this cartridge.

COALESCER CARTRIDGE SERIES DESCRIPTION

Model Number System. Refer to the box at right. The one or two digit Series Designator relates to the approximate micron rating of each model coalescer cartridge. Note that this is a nominal rating and should be used for reference only.

The "0", "2", and "4" Series all-fiberglass cartridges are rated at 25, 5, and 3 microns respectively. The "2" and "4" Series are commonly used with diesel and other fuel oils, and are a compromise between filtration efficiency (cartridge life) and water removing capability. They coalesce gross water, but normally do not remove fine water haze.

The all-fiberglass "6" Series was originally developed for jet fuel service (the original MIL-F-8901 specification). With a 2-micron rating, it has proven to be the most cost effective design in some jet fuel applications. "6" Series cartridges are also used in gasoline filtration service. However, it should be noted that the powerful detergent additives in most automotive gasolines reduce the coalescing capability of this and other cartridge designs.

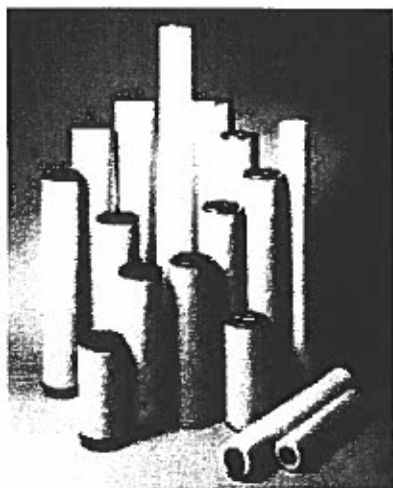
"83" Series Cartridges. The 1-micron rated "83" Series is a pleated media/fiberglass cartridge. The very practical "83" Series cartridges have become the most widely used design in applications including gasoline, condensate, and insulating oil filtration.

"85" and "87" Series Cartridges. The "85" Series is rated at 0.5-micron while the "87" Series is rated at 0.3 micron. Both incorporate multi-layered pleated media. The "85" Series has consistently shown superior dirt holding capacity in the field.

EI* 1581 Fifth Edition Cartridges. I-6xxC5 (TB), I-6xxMM, and I-6xxA4 Series of coalescers incorporate a multi-layered pleated media designed to provide superior dirt holding capacity in the field, combined with 0.4 micron efficiency. The I-6xxC5 (TB) replaces both the I-6xx85 (TB) and I-6xx87 (TB) cartridges. These cartridges are available in either threaded base or open-end configuration. See data sheets 1923 and 1934 for more specific information on EI 1581 Fifth Edition.

Cartridge Dimensions. 6" diameter cartridges are the current industry standard. They are offered in lengths of 11", 14", 22", 28", 33", 38", 44", and 56". However, not all series are available in all lengths or in both end cap designs. Contact your Velcon Distributor for details.

4" diameter cartridges are also offered for use with older equipment. They are available in a variety of lengths ranging from 8 to 40 inches.



*EI (Energy Institute) is the new specification authority. API (American Petroleum Institute) is no longer involved in aviation fuel filtration specifications.

GENERAL SPECIFICATIONS

- 75 psi maximum pressure differential rating
- 5 to 9 pH range
- 150°–160°F maximum operating temperature
- Aluminum center tube
- Buna-N gaskets
- Injection molded end caps are standard on 6" diameter threaded base coalescers;
- Aluminum end caps are standard on 6" diameter open end cartridges
- All 6" diameter cartridge end caps are bonded directly to the media with high strength epoxy or urethane
- 4" diameter cartridge end caps are molded polyester resin or injection molded

Coalescer Cartridge and Filter/Separator

Vessel Selection Guidelines

Aviation Fuel Filtration in commercial applications is governed by the complex, stringent requirements of EI Publication 1581, Fifth Edition. Refer to the appropriate Velcon literature or contact your Velcon Representative for assistance.

For non-aviation applications the following guidelines have proven to be useful. Note, however, that these guidelines are general in nature and should be used for guidance only.

1. Determine total length (inches) of 6" diameter cartridge required:

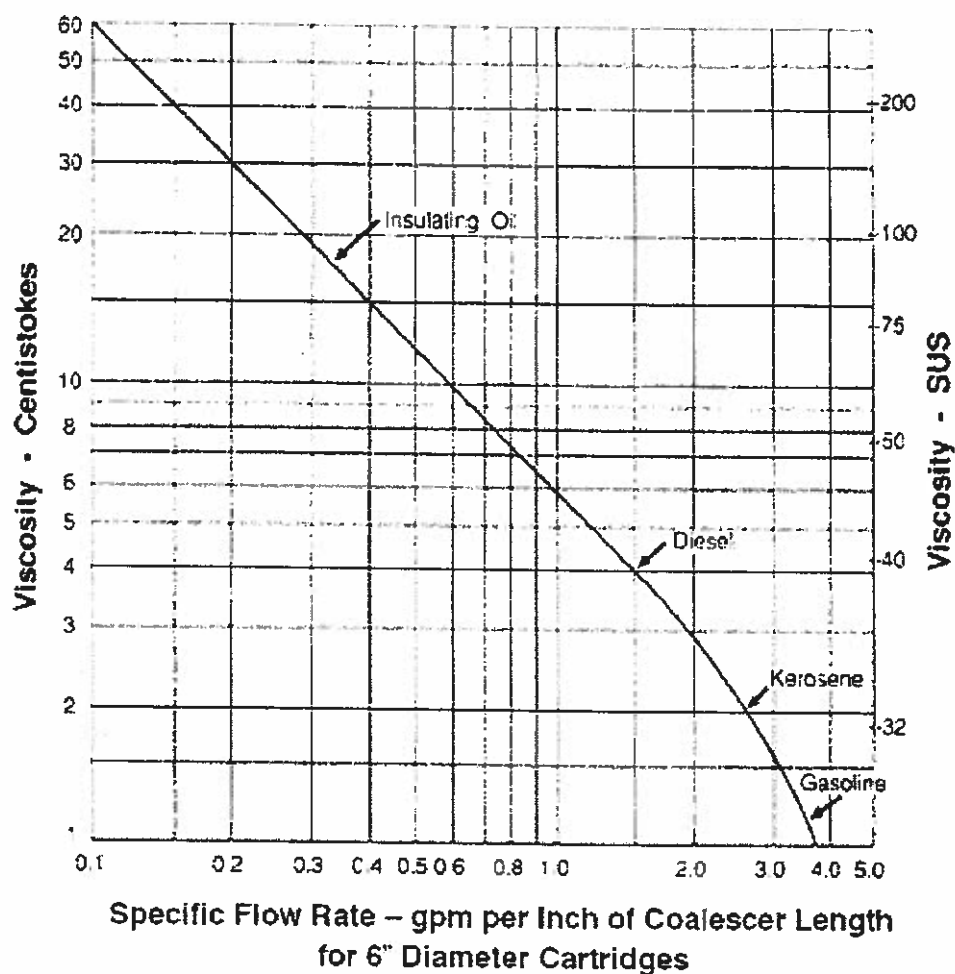
- a. Find the approximate viscosity of your hydrocarbon fluid on the Chart Y-axis.
- b. Find the corresponding Specific Flow Rate (gpm/inch) on the X-axis.
- c. Divide Total Flow Rate (gpm) of your application by this Specific Flow Rate to calculate total inches of coalescer required.

2. Select cartridge model and calculate quantity required:

- a. Choose model (type and length) cartridge to use. 83 Series Coalescers are recommended for most applications. Other types and sizes are offered for special applications.
- b. Calculate minimum number of cartridges required by dividing total inches (from Step 1) by length of cartridge selected.

3 Select the Filter/Separator Vessel for your application:

- a. Refer to the Velcon literature for HV (horizontal) or VV (vertical) Filter/Separators.
- b. Find the appropriate vessel for the model and quantity Coalescer Cartridge selected in Step 2.



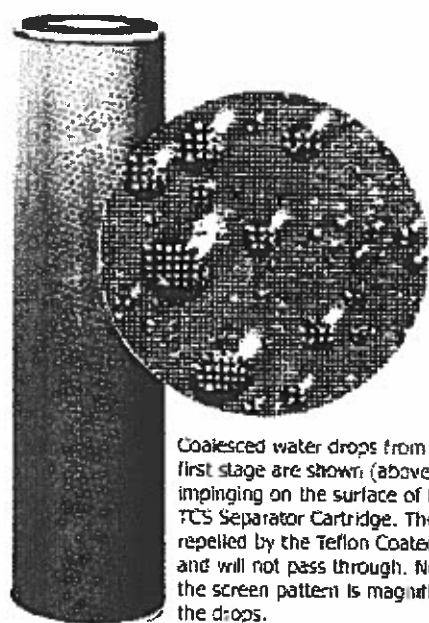
NOTES

- These guidelines assume a specific gravity of 0.92 or less, and an influent water concentration of 3% or less. In general, if the Interfacial Tension (IFT) of the hydrocarbon over water is 36 dynes per centimeter or greater, effluent water levels of 15 ppm or less can be achieved.
- Surfactants will significantly lower IFT with a corresponding decrease in coalescing performance. Surfactants can occur naturally (diesel fuel) or they can be intentionally added as corrosion inhibitors (pipelines, lube and hydraulic oils) and detergent dispersants (automotive gasoline).
- As previously discussed, diesel and fuel oils are a special category. 2 or 4 Series Coalescer Cartridges are commonly used. Pleated paper separator cartridges are typically specified since diesel often contains materials that adhere to TCS separators and cannot be cleaned off – nullifying their cost effectiveness. Refer to Velcon V Series Filter/Separator Vessel literature.

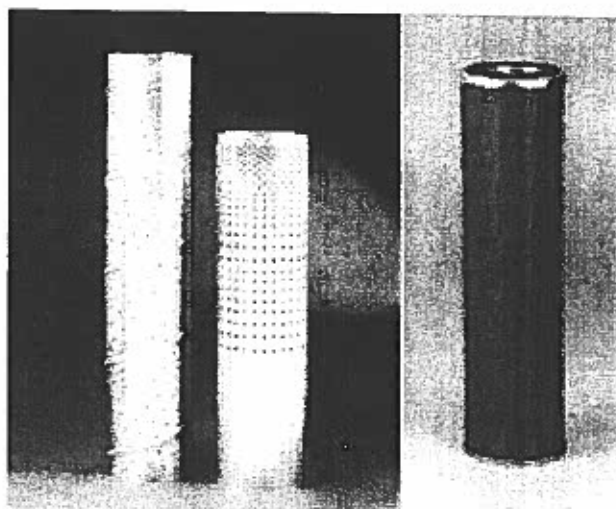
- Oversizing filtration equipment improves performance and extends cartridge life.
- Strong bases (high pH fluids) attack glass microfibers and break down the coalescing media. Caustic washing or applications with high concentrations of MEA or DEA should be avoided.
- Initial differential pressure (with clean coalescer cartridges) will be less than 5 psi. Cartridges should be changed when the differential pressure reaches 15 psi or after one year – whichever occurs first.

Separators

- Used as a second-stage cartridge in Filter/Separators.
- Repel coalesced water drops which then collect in the sump for easy removal.
- Available in Teflon® Coated Screen (TCS), Synthetic Media, or Pleated Paper Media.



Coalesced water drops from the first stage are shown (above) impinging on the surface of the TCS Separator Cartridge. They are repelled by the Teflon Coated Screen and will not pass through. Note how the screen pattern is magnified by the drops.



Features

- Optimum 2nd stage water removal
- Choice of Teflon® Coated Screen, Synthetic or Pleated Paper Media
- Field proven performance
- Largest selection of replacement cartridges

General

Separator Cartridges are employed as the second stage in filter/separator vessels. Their sole function is to repel coalesced water drops produced by the first stage cartridges while allowing hydrocarbon fluids to pass through. Water drops settle into the filter/separator sump and are not carried downstream. All particle filtering is done by the first stage coalescer cartridge.

How Separator Cartridges Work

Flow direction is from outside-to-inside. The top photo insert shows water being repelled by the hydrophobic separator medium on the cartridge's outside surface. Hydrocarbon fluids, on the other hand, easily pass through and exit the separator cartridge. Cartridges with three different types of repelling media are offered:

TCS Teflon Coated Screen Cartridges are, by far, the most popular type of separator cartridge. With proper cleaning and inspection (see Velcon Form #1242), cost effective TCS elements can be reused over many coalescer cartridge change out cycles. And, TCS cartridges generate considerably less static charge than pleated paper cartridges. These features have made them the preferred choice for aircraft fueling applications.

Pleated Paper Cartridges cannot be reused and are replaced at every coalescer cartridge change out. They are often used with diesel and other fuel oils which may contain materials that adhere to TCS cartridges and cannot be cleaned off.

Synthetic Media Cartridges can be cleaned a maximum of two times. They are lower in price than TCS cartridges and are intended for customers who do not want to take the time to clean separators (see Form #1806).

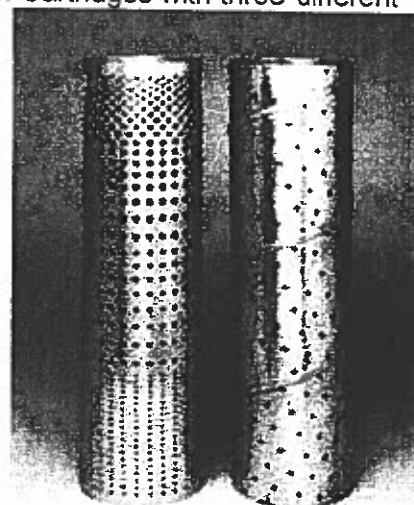
Separator Cartridge Performance

Maintaining a uniform flow along the length of the cartridge optimizes performance and reduces the number of cartridges required. Flow is controlled by a tube, inside each cartridge, through which the hydrocarbon fluid exits the cartridge and the filter/separator vessel. Two styles of inner tube are offered. See photo.

Cartridges with uniform hole pattern inner tubes are adequate for many applications. However, where optimum flow distribution is required, cartridges with variable hole pattern inner tubes are recommended. When converting older equipment, a lesser number of variable hole pattern cartridges is usually required. Operating costs will be reduced.

Model Number System

Refer to table and box at right. Note that "C" in the code always means a Uniform hole pattern inner tube with TCS media, and "V" means Variable hole pattern with TCS media. Blind caps have a hole for the tie rod.



Variable Hole Pattern Inner Tube Uniform Hole Pattern Inner Tube

Velcon Model Numbers include significant product information. **Example:**

SQ - 636PV

Code identifying Media, Tube Type, and End Cap Design
Approx. Length in inches
Approx. Diameter in inches
Outside-to-Inside Flow Separator Cartridge

Cartridge Code Identification Table

Model Number	Flow Control Hole Pattern	OD	Mounting End ID	Opposite End ID	Media
SO-3xxC	Uniform	3-1/16"	1-15/16"	Blind	TCS
SO-3xxV	Variable	3-1/16"	1-15/16"	Blind	TCS
SO-4xxC	Uniform	4-9/16"	3-1/2"	Blind	TCS
SO-4xxV	Variable	4-9/16"	3-1/2"	Blind	TCS
SO-6xxC	Uniform	6"	3-1/2"	3-1/2"	TCS
SO-6xxCA	Uniform	6"	3-1/2"	Blind	TCS
SO-6xxCM	Uniform	6"	4-1/2"	Blind	TCS
SO-6xxVA (5)	Variable	6"	3-1/2"	Blind	TCS
SO-6xxV (5)	Variable	6"	4-1/2"	Blind	TCS
SO-6xxPV (5)	Variable	6"	4-1/8"	Blind	TCS
SO-6xxPLF3 (1)	Uniform	6"	3-1/2"	3-1/2"	Pleated Paper
SO-6xxPLBZ(1)	Uniform	6"	3-1/2"	Blind	Pleated Paper
SO-6xxCSN*	Uniform	6"	3-1/2"	3-1/2"	Synthetic
SO-6xxCMSN*	Uniform	6"	4-1/2"	Blind	Synthetic
SO-6xxCPSN*	Uniform	6"	4-1/8"	Blind	Synthetic
SO-6xxVASN	Variable	6"	3-1/2"	Blind	Synthetic
SO-6xxVSN	Variable	6"	4-1/2"	Blind	Synthetic
SO-6xxPVSN	Variable	6"	4-1/8"	Blind	Synthetic

(1) Please note: The shelf life for pleated paper separators (for example, SO-XXXPLF3 and SO-6XXPLBZ) is one year.

* U.S. Patent No. 6,068,723 and 6,415,930

Table Notes

SO Series Cartridges listed in Code Identification Table above are the **most commonly used types**. A variety of other styles are available for special applications. Contact your Velcon distributor for details.

SO-6xxPLF3 Pleated Separators come in lengths of 11, 14, 16, 29, and 33 inches. SO-6xxPLBZ pleated separators come in lengths of 22, 29, 33 and 44 inches.

SO-6xxC cartridges are available in these same stackable lengths plus longer lengths. However, **single unit designs are recommended for installation ease and lower cost**. Other styles listed in Table are not intended to be stacked.

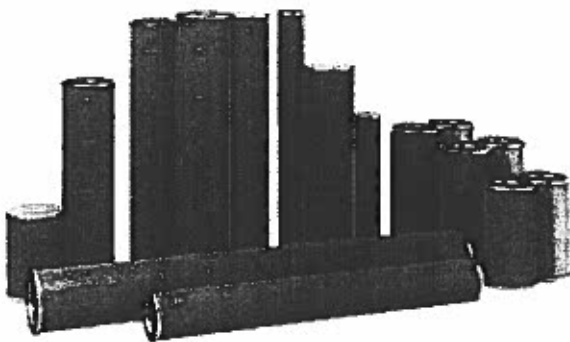
Velcon variable size hole pattern cartridges should not be replaced with uniform hole pattern cartridges unless appropriate full-scale test data can be supplied showing equivalent performance.

For more information about API/EI 1581 5th Ed qualified separators, please see data sheet 1923.

SO-6xxCSN/CMSN/CPSN separators are intended for customers who want a lower cost separator for disposal rather than clean and re-use (can be cleaned a maximum of two times).

General Specifications

- TCS medium is 200 mesh stainless steel screen coated on both sides with green Teflon. The screen is lock seam folded and fastened with an internal aluminum clip.
- Tubes are aluminum.
- End caps are aluminum and/or glass filled nylon.
- Gaskets are Buna-N.
- Pleated medium is silicone treated resin impregnated paper with a protective outer aluminum screen jacket.
- pH range is 5 to 9.
- Maximum operating temperature is 200°F.



CDF® Fuel Monitor Cartridges

El 1583 6th Edition P Series

Field Proven: CDF® Replacement Cartridges Assure Clean Dry Fuel Delivery

FEATURES

- CDF® P SERIES are qualified to El 1583 Sixth Edition specification for aviation fuel filter monitors
- IMPROVED SALT WATER PERFORMANCE
- CONDUCTIVE END CAPS and adhesive to reduce static charge within the vessel.
- O-RING SEAL minimizes the possibility of bypassing contaminated fuel at differential pressures up to 175 psi.
- RUGGED CONSTRUCTION collapse strength exceeds 175 psi differential pressure.

DESCRIPTION

The Parker Velcon CDF® P Series cartridges provide superior performance and reliability in standard fuel monitor housings through a unique combination of media that absorbs water and filters solids that might be present in the fuel while helping reduce static charge build-up inside the vessel.

The injection molded endcaps bond with the media and with the O-ring seal on the outlet end. This minimizes the possibility of bypassing contaminated fuel or transmission of water downstream at low flow rates.

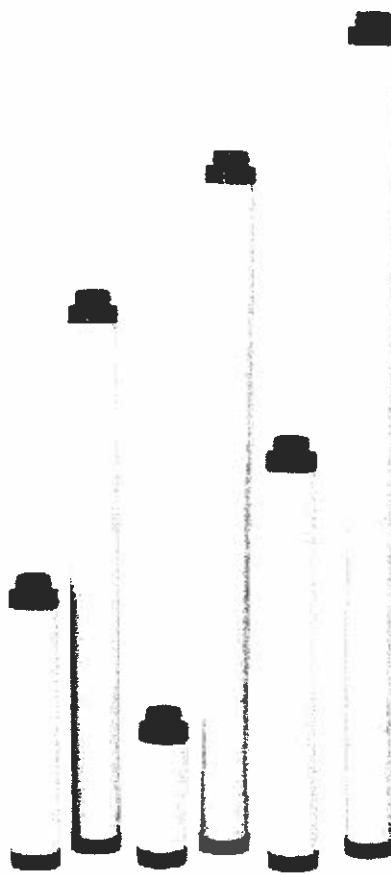
As the cartridge removes water and/or contaminant from the influent fuel the pressure differential will increase along with a decrease in flow rate. These changes are the result of flow restriction caused by dirt retention or water absorption in the media. The rate of these changes depends on the quantity of water or contamination in the fuel.

ORDERING INFORMATION

Specify Parker Velcon model number from table on page 5. CDF® Cartridges are packaged 20 per carton.

CAUTION

DO NOT USE WITH PRE-MIXED FUEL CONTAINING ANTI-ICING ADDITIVES.



EI SPECIFICATION 1583 6TH EDITION INFORMATION

Parker Velcon's CDF-P Series Cartridges incorporate several structural features due to requirements of the Sixth Edition of EI 1583. Some of these include:

- Increased product conductivity to decrease the risk of electrostatic discharges
- Improved media structure to lower the risk of media migration
- Lower initial DP - a major factor for installations that require changing cartridges at 15 PSID.
- New structure that provides longer cartridge life in the presence of small amounts of water

Some of the requirements of the sixth edition of EI 1583 are:

- Salt resistance tests
- Water slug test at low flow (10% of rated flow)
- Tests for trace SAP migration
- Structural integrity test
- Low water (50 ppmv) at low flow (10% of rated flow)
- Testing for cartridge conductivity

Epoxy Bonded Conductive Plastic Endcaps

Nylon Center Core

Multi Layers of Absorbing and Support Media

Fine Filter Media

Protective Outer Wrap



SPECIFICATIONS AND TECHNICAL INFORMATION

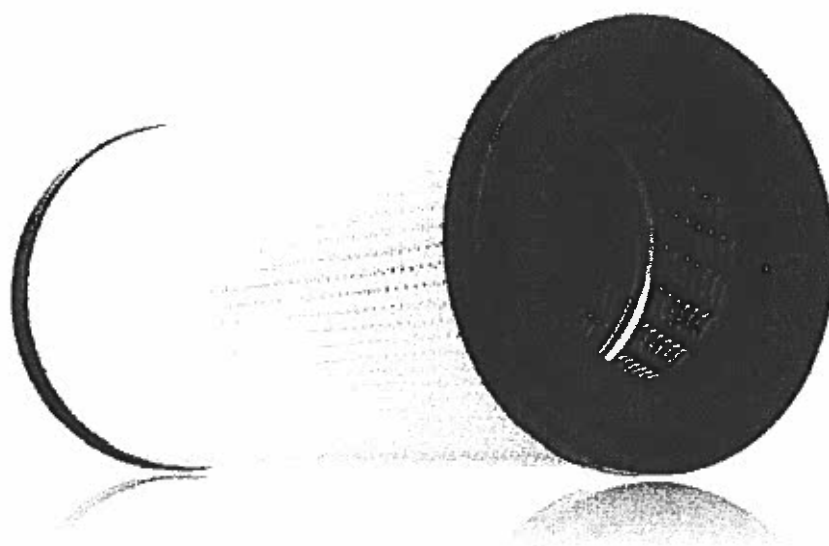
- 175 psid (12 bar) collapse strength
- 0.5 micron rating
- 160°F maximum operating temperature
- Recommended changeout differential pressure = 25 psid
- Typical water holding capacity for CDF-230P is 120 ml.
- For service life information, please refer to Operating Procedures #1839 or consult your company fuel handling procedures.

CARTRIDGE SELECTION TABLE

Cartridge Flow Rate USGPM	Parker Velcon Model Number	Overall Length	Replacements for:	
			Facet Model Number	Faudi Model Number
5	CDF-205P	5 13/16"	FG-205 (-3 or -4) GNG-205	M.2-134 (/4 or /E)
10	CDF-210P	10 13/16"	FG-210 (-3 or -4) GNG-210	M.2-261 (/4 or /E)
15	CDF-215P	15 13/16"	FG-215 (-3 or -4) GNG-215	M.2-387 (/4 or /E)
20	CDF-220P	20 13/16"	FG-220 (-3 or -4) GNG-220	M.2-515 (/4 or /E)
25	CDF-225P	25 13/16"	FG-225 (-3 or -4) GNG-225	M.2-642 (/4 or /E)
30	CDF-230P	30 13/16"	FG-230 (-3 or -4) GNG-230	M.2-770 (/4 or /E)

Aquacon® ACO Aviation Fuel Filter Monitor Cartridges

El 1583 6th Edition P Series 6" OD Aviation Fuel Filter Monitor
Remove Water and Dirt from Jet Fuel and Avgas
Outside-to-In Flow Cartridges



FEATURES

- Free and emulsified water removal to less than 5 ppm
- 1/2 micron particle removal
- Provides protection against "slugs" of water
- Pressure increase signals need for cartridge change
- Use with existing filter housings

DESCRIPTION

Patented **Aquacon®** Filter Cartridges have a unique high-capacity inner absorbent medium which removes all free and emulsified water from hydrocarbon fuels down to less than 5 ppm in the effluent. Absorbed water is chemically locked into this medium.

When a cartridge reaches its water holding capacity, its accordion pleats swell and cause an increase in the differential pressure which signals the operator to change the cartridge.

Solid contaminants are removed by the cartridge's particulate filter media layers. The pleated accordion style design provides a large surface

area for maximum dirt holding capacity. Models are offered for particle filtration down to 1/2 micron size with 98% plus efficiency. Performance is not affected by the presence of common surface active agents.

Compact **Aquacon** Cartridges are quick and easy to install. Models are available to fit most existing standard housings. Refer to Cartridge Selection Table on reverse side.

Use Form 1846 for cartridge changeout recommendations at flow rates less than rated flow.

ACO CARTRIDGE SELECTION TABLE

Model Number	Micron Ratings	Inside DIA (in)	Outside DIA (in)	Length (in)	Collapse Pressure (psi)	Max. Flow Rate (USGPM)	Interchange Information
ACO-21001P	0.5	1 1/32	2 5/8	9 3/4	60	15	Fits VF-31E Housing
ACO-31001P	0.5	1 5/16	3	9 3/4	75	20	Fits Purolator Vessel PR-172-3
ACO-40501SPP	0.5	1-12NF	3 3/4	5 1/2	60	10	Use with head SPH-2
ACO-40801P	0.5	1 3/4	4	8	100	13	Relumit Replacement
ACO-40901SPP	0.5	1 3/8 -12NF	3 3/4	8 1/2	60	15	Use with head SPH-3
ACO-41201P	0.5	1 3/4	4	12 1/4	100	20	Replaces Facet C-707; Purolator Vessel PAG-50
ACO-41601P	0.5	1 3/4	4	15 13/16	100	27	Relumit Replacement
ACO-41801P	0.5	1 3/4	4	18	100	30	Replaces Facet C-706 and Keene BP-419, BP-518
ACO-41901P	0.5	1 3/4	4	19 7/8	175	32	Relumit Replacement
ACO-51201P	0.5	1 7/8	5 5/8	12 1/4	75	50	Fits VF-61 Housing
ACO-512P3P	0.3	1 7/8	5 5/8	12 1/4	75	50	Fits VF-61 Housing
ACO-60801P	0.5	3 1/2	6	8 1/4	100	30	Omeco 6" x 8" Replacement
ACO-60901P	0.5	1 1/2	6	9 11/16	100	36	Fits Fram/Facet VFCS-21 (Element CC-21-7); VF-609
ACO-609P3P	0.3	1 1/2	6	9 9/16	100	36	Fits Fram/Facet VFCS-21 (Element CC-21-7); VF-609
ACO-61201P	0.5	1 1/2	6	13 3/4	100	48	Fits Fram/Facet VFCS-22 (Element CC-22-7)
ACO-61401P	0.5	3 1/2	6	14 1/2	175	58	Qualified to EI 1583 6th Edition
ACO-62201PTB	0.5	3 1/2	6	22	175	88	Qualified to EI 1583 6th Edition
ACO-62901P	0.5	3 1/2	6	28 3/4	175	115	Qualified to EI 1583 6th Edition
ACO-63301P	0.5	3 1/2	6	33 1/4	175	133	Qualified to EI 1583 6th Edition
ACO-64401P	0.5	3 1/2	6	43 1/4	175	173	Qualified to EI 1583 6th Edition
ACO-64401PTB	0.5	3 1/2	6	44	175	176	Qualified to EI 1583 6th Edition
ACO-71801P	0.5	2 1/2	6 1/4	18	75	65	Fits VF-71E Housing

TECHNICAL INFORMATION

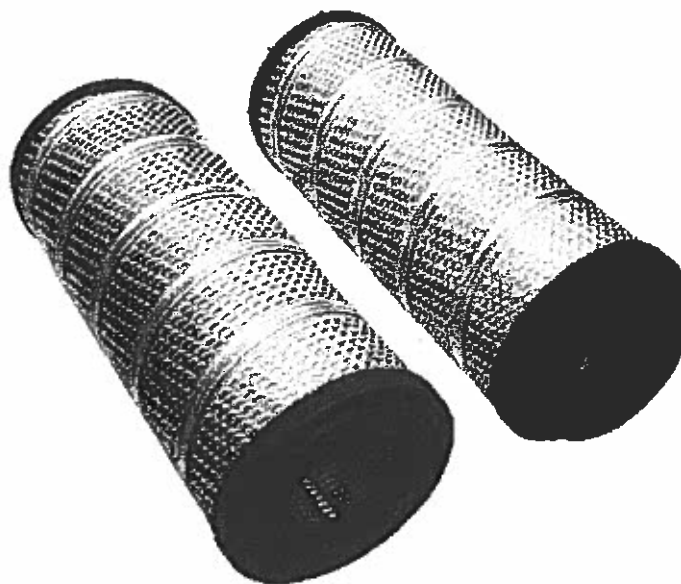
1. Max. operating temp.: 160°F (71.1°C)
2. Micron ratings are nominal at 98%+ efficiency
3. **Aquacon** Cartridges can significantly reduce flow when loaded with water or dirt. Appropriate precautions should be taken in applications where fuel flow must be maintained or where surge conditions can occur.
4. Replace the cartridge if the differential pressure exceeds 25 psid. For service life information, please refer to Operating Procedure #1839 or consult your company fuel handling procedures.
5. Typical water holding capacity for ACO-61401P is 700-800 ml.

NOTE: 1/2 micron rated **Aquacon**® Cartridges are recommended for use with jet fuel and avgas. Effluent fuel quality meets requirements for EI 1583 6th Edition.

CAUTION: DO NOT USE WITH PRE-MIXED FUELS CONTAINING ANTI-ICING ADDITIVES (FSII)

ACI *Aquacon*® Aviation Fuel Filter Monitor Cartridges

Remove Water and Dirt from Jet Fuel and Avgas
Inside-to-Out Flow Cartridges



FEATURES

- Free and emulsified water removal to less than 5 ppm
- 1/2 micron particulate removal
- Provide protection against "slugs" of water
- Pressure increase signals need for cartridge change
- Not affected by surface active agents*
- Replace existing coalescers in into-plane filter separator vessels
- Inside-to-out flow pattern

DESCRIPTION

Patented* *Aquacon*® Filter Cartridges have a unique high-capacity inner filter media which removes all free and emulsified water from hydrocarbon fuels down to less than 5 ppm in the effluent. Absorbed water is chemically locked into this medium.

When a cartridge reaches its water holding capacity, its accordion pleats swell, and cause an increase in the differential pressure which signals the operator to change the cartridge.

Solid contaminants are removed by the cartridge's two particulate filter media layers. The pleated accordion style design provides a large

surface area for maximum dirt holding capacity. Performance is not affected by the presence of common surface active agents.

The Parker Velcon ACI open-end and threaded-base *Aquacon*® Cartridges have been qualified to EI 1583, the "Energy Institute Specifications and Qualification Procedures for Aviation Fuel Filter Monitors with Absorbent Type Elements."

The ACI-6xx01P open-end and ACI-6xx01PTB threaded base *Aquacon* elements are intended to be installed in the final filter/separator vessel in place of coalescers for more protection against dirt and water downstream.

CARTRIDGE SELECTION TABLE

Model Number	O. D. in.	Length in.	End-Cap Type	Maximum Flow Rate (USGPM)	Interchange Information
ACI-61401P	6	14 1/2	3 1/2" ID Open-Ends	58	CC-N18, CA14-3, CA14-9
ACI-61401PTB	6	14	Screw Base/Blind	56	CC-N18SB, CA14-3SB, CA14-9SB
ACI-62201P	6	22 1/4	3 1/2" ID Open-Ends	89	CC-K2, CC-K28, CA22-3, CA22-9
ACI-62201PTB	6	22	Screw Base/Blind	88	CC-K28SB, CA22-3SB, CA22-9SB
ACI-62901P	6	28 3/4	3 1/2" ID Open-Ends	115	CC-N28, CA28-3, CA28-9
ACI-62901PTB	6	27 15/16	Screw Base/Blind	111	CC-N28SB, CA28-3SB, CA28-9SB
ACI-63301P	6	33 1/4	3 1/2" ID Open-Ends	133	CC-K38, CA33-3, CA33-9
ACI-63301PTB	6	33	Screw Base/Blind	132	CC-K38SB, CA33-3SB, CA33-9SB Has NSN: 4330-01-439-2314
ACI-63301FP	6	33 3/8	2" ID Open-Ends	133	Faudi F. 1-842 (1.066.020)
ACI-63801P	6	38 1/4	3 1/2" ID Open-Ends	153	CC-K38-1, CA38-3, CA38-9
ACI-63801PTB	6	38	Screw Base/Blind	152	CC-K38SB-1, CA38-3SB, CA38-9SB
ACI-64401P	6	43 1/4	3 1/2" ID Open-Ends	173	CC-N38, CA43-3 CA43-9
ACI-64401PTB	6	44	Screw Base/Blind	176	CC-N38SB, CA43-3SB, CA43-9SB
ACI-65601P	6	57	3 1/2" ID Open-Ends	228	CC-N48, CA56-3, CA56-9
ACI-65601PTB	6	56 1/16	Screw Base/Blind	224	CC-N48SB, CA56-3SB, CA56-9SB

1 Overall length does not include the 1" bolt for the ACI-63301PTB threaded base ACI.

Note: Drain vessels equipped with the ACI Aquacon Cartridges on a daily basis from an upstream drain to ensure upstream water is removed to prolong element life.

TECHNICAL INFORMATION

- Maximum exposure temperature is 160°F.
- Cartridges are rated at 1/2 micron nominal efficiency.
- Aquacon** Cartridges can significantly reduce flow when loaded with water or dirt. Appropriate precautions should be taken in applications where fuel flow must be maintained or where surge conditions can occur.
- Replace the cartridge if the differential pressure exceeds 25 psid. For service life information, please refer to Operating Procedure # 1839 or consult your company fuel handling procedures.
- ACI burst strength exceeds 175 psid. If F/S vessel coalescer deckplate or manifold is not certified to 15 bar (220 psi) strength, a differential pressure limiting device, set from 25 - 30 psid, should be installed on the filter/separators vessel.
- Typical water holding capacity for ACI-61401P: 900 ml.

CAUTION: DO NOT USE WITH PRE-MIXED FUELS CONTAINING ANTI-ICING ADDITIVES.

DECLARATION OF INTEREST

NAME OF THE COMPANY:

SUPPLIER'S CODE:

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and or/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with person/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full name of bidder or his/her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the company (director/trustee/shareholder):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 Vat Registration Number:
 - 2.6.1 The names of all directors/trustees/shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated paragraph 3 below.

"State" means-

- any national or provincial department, national or provincial public entity constitutional institution within the meaning the meaning of the Public Financial Management Act, 1999 (Act No.1 of 1999);
- any municipality or municipal entity;
- provincial legislature;
- national assembly or the national council of provinces; or
- Parliament.

"Shareholders" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?
Yes / No

2.7.1 If so, furnish the following particulars:

(a) Name of person/director/trustees/shareholders/members:

.....

(b) Name of state institution at which you or the person connected to the bidder is employed:

.....

(c) Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **Yes/No**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **Yes/No**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no furnish the reasons of non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors /trustees/ shareholders/ members or their spouses conduct business with the state in the previous twelve months? **Yes/No**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any other person connected to the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **Yes/No**

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any other person connected to the bidder, aware of any relationship (family, friend other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **Yes/No**

2.10.1 If so, furnish particulars:

.....

.....

.....

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? **Yes/No**

2.11.1 If so, furnish particulars.

.....

.....

.....

3. Full details of directors/trustees/shareholders/members:

Full Name	Identity No	Personal Tax Reference No	State Employee No/Persal No

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH TWO (2) AND THREE (3) IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME INTRMS OF PARAGRAPH 2.3 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. Preference Point System shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 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 or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

.....
.....

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTOR'S NAME: _____

SUB- CONTRACTOR'S NAME: _____

Delete whichever is not applicable.

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specification/s supplied by the Department of Defence. I/we hereby certify that:

(Company): _____ obtained a quotation from me/us to

Supply the item(s)/service(s) listed in Bid No: _____ for

Item(s)/Service(s): _____.

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub/Contractor/s am/are willing to allow the Department of Defence Officials access to my/our premises for inspection purpose if required to do so.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Tel No: _____

Fax No: _____

Cell No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESS:

1. _____ Date: _____

2. _____ Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.	Yes ☐	No ☐
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids/quotes¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID/QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying bid/quote:

(Bid/Quote Number and Description)

in response to the invitation for the bid/quote made by:

(Name of Institution)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS

(GBCs)

TABLE OF CLAUSES

1. Definitions
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GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are 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 a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.
4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.
5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:
 - a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
 - b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
 - c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
 - d. **Address.** A *domicilium citandi et executandi* shall be chosen in the Republic and stated in the bid.
 - e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in blue ink and to initial each page in blue ink.
 - f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
 - g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
 - h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
 - i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
 - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
 - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.

- iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
 - i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
 - j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.
6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.
7. **Samples**
- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
 - b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.
8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.
9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.
10. **Bid Prices and Delivery Periods**
- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
 - b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
 - c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.
12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.
13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:
- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
 - b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
 - c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
 - d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.
15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.

- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
 - c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
 - d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and comparison of bids done on the basis of points earned through the preferential point system.
 - e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
 - f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
 - g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
 - h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
 - i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.
18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:
- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
 - b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
 - i. Bidders offering firm bid prices as well as firm delivery periods.

- ii. Supplies provided and services rendered from resources available within the Republic.
- iii. Supplies and services from points nearest to the centres at which delivery is required.
- iv. All things still being equal, the award shall be decided by the drawing of lots.
- c. The Department is not obliged to accept the lowest or any bid.
- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
 - i. Name.
 - ii. The price and delivery basis.
 - iii. The brand name of the product or the name of the manufacturer, if applicable.
 - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin:
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.
24. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

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Version 2 dd Aug 2005

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and

unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which has 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.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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

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 SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.
- 13. Incidental 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.

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| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>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.</p> <p>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.</p> <p>21.5 Except as provided under 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 Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.</p> <p>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.</p> |

- 22. Penalties** 22.1 Subject to 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 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 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.
- 24. Anti-dumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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.

- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.